

BOARD OF COUNTY COMMISSIONERS

DATE: January 15, 2013

AGENDA ITEM NO. 24

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Award of Final Negotiated Contract: Technology Marketing Program – CVB
Contract No.: 112-0250-P (SS)

Department:

Convention and Visitors Bureau / Purchasing

Staff Member Responsible:

D.T. Minich / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED CONTRACT FOR A TECHNOLOGY MARKETING PROGRAM FOR THE CONVENTION AND VISITORS BUREAU (CVB), WITH MILES MEDIA GROUP, LLLP (MILES MEDIA), SARASOTA, FLORIDA.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE TECHNOLOGY MARKETING SERVICES AGREEMENT, AND THE CLERK ATTEST.

Summary Explanation/Background:

This contract provides technology marketing services for CVB. The primary emphasis of work includes the ongoing development, management and maintenance of the CVB's eleven (11) websites. Services include; integration of systems, including potential third party systems required to deliver dynamic content to its websites, contact management and communication systems, as well as email systems, digital asset management systems, online booking systems, mobile systems and potential new systems not yet identified.

On October 18, 2012, the Board approved the ranking of firms and authorized staff to negotiate a contract with the number one ranked firm, Miles Media. A final contract has been negotiated by staff, which is now presented for Board consideration.

Highlights of the final contract include, but are not limited to:

- The statement of work was more defined and tasks were categorized according to fee structure.
- The term of the contract was revised to twenty-one (21)-months with two (2) additional one-year term extensions. In addition, the County may extend the term for an additional four (4) months at the end of an annual extension to provide for a transition to a new service provider, if applicable, on the same terms, conditions, and compensation, at the sole discretion of the County.
- The conflict of interest and public records management language was strengthened.

The initial contract period will be effective January 1, 2013 through September 30, 2014.

Fiscal Impact/Cost/Revenue Summary:

Annualized Cost Not to Exceed: \$650,000.00; with a Time and Material Cap of \$1,137,550.00 through September 30, 2014.

Funding is provided through the Tourist Development Tax.

Exhibits/Attachments Attached:

Services Agreement

TECHNOLOGY MARKETING SERVICES AGREEMENT

THIS TECHNOLOGY MARKETING SERVICES AGREEMENT is made as of this ____ day of _____, 2012 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), for and on behalf of Visit St. Petersburg/Clearwater ("VSPC" or "CVB") and Miles Media Group, LLLP, a Delaware Limited Liability Limited Partnership authorized to do business in Florida ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to RFP No. 112-0250-P (SS) ("RFP") for VSPC Technology Marketing Program Services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

In consideration of the mutual covenants, agreements, terms and conditions herein contained, along with other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereby agree as follows:

1. **Definitions.**

A. "Agreement" means this Technology Marketing Services Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County or VSPC information deemed confidential and/or exempt from §119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in Section 125.0104(9)(d)1. and 2., Florida Statutes, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (b) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (c) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (d) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed by Contractor under this Agreement, as described in Section 2 of this Agreement and the Exhibit A scope of work attached hereto and incorporated herein by reference, and any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but is not specifically described in this Agreement, or any Exhibit, which such task, subtask, service or function shall be deemed to be part of the Services.

F. "SOW" means the Exhibit A scope of work.

2. Services.

A. Services. This Agreement governs the terms and scope of Services to be provided by Contractor to VSPC. The County retains Contractor, and Contractor agrees to furnish all standard day-to-day administrative, overhead, and internal expenses, including support, labor, materials, equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, per diem, and all other costs required to perform the Services, except as otherwise specifically provided in this Agreement, and all of its obligations related thereto, in accordance with the terms of this Agreement, including the SOW, and the remaining Exhibits attached hereto.

B. Additional Services. From the Effective Date and for the term of the Agreement, the County may elect to have Contractor perform additional services that are not specifically described in the SOW but are related to the services ("Additional Services"), in which event Contractor shall perform such Additional Services on a time and materials basis, at an hourly rate of \$130.00 per hour.

C. De-Scoping Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, Contractor shall immediately discontinue and work on the de-scoped Services.

D. Services Requiring Approval. Contractor shall not commence work on the following Services without prior written authorization from the VSPC Director, or his/her designee: (i) the services described in Section A of the SOW that require more than two (2) hours to complete; (ii) the Additional Services; and (iii) project scopes of work developed by Contractor for the Services. Contractor shall submit a written proposal describing the scope of the Services, the number of hours required for the Services, if applicable, and the total cost, if applicable, for all Services requiring written authorization herein, and shall not commence work until the Contractor receives written approval as provided herein.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq. and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Project Monitoring. During the term of the Agreement, Contractor shall reasonably cooperate with the County, either directly or through its contractors, in monitoring Contractor's performance of this Agreement.

3. Term. The term of this Agreement shall commence retroactive to January 1, 2013 ("Effective Date"), and continue through September 30, 2014 ("Initial Term"), unless otherwise terminated as provided herein. The term may be extended by mutual written agreement of the parties for up to two (2) additional one-year terms. In addition to the term extensions authorized herein, the County may extend the term for an additional four (4) months at the end of an annual extension to provide for a transition to a new service provider, if applicable, on the same terms, conditions, and compensation, at the sole election of the County.

4. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. The Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the

County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement.

5. Compensation of and Method of Payment.

A. Services Fee. The County agrees to pay Contractor the sum of not-to-exceed \$1,137,500 for the Services provided during the Initial Term at the hourly rates and monthly lump sum payments provided for herein, pursuant to the terms and conditions of this Agreement. The County shall pay the Contractor the hourly rate of \$130.00 per hour for the Services set out in Section A of the SOW, the monthly lump sum payment of \$1,625.00 per month for the Services set out in Section B of the SOW, and the hourly rate \$125.00 per hour for the Services set out in Section C of the SOW. The compensation paid to Contractor shall constitute full compensation for all Services that are actually performed pursuant to this Agreement. It is acknowledged and agreed by Contractor that this amount constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement.

B. Records. Contractor shall maintain a log of time worked in a manner designed to preserve an accurate record of hours of Services performed.

C. Payments. Payment for hourly rate Services requiring prior authorization pursuant to Section 2.D. herein shall be due upon completion and acceptance of the Services by VSPC; provided, however, Contractor shall be entitled to payment for all hourly rate Services for work in progress on projects that have not been completed and accepted by VSPC as a result of the expiration of the term of this Agreement, upon delivery of all work product to VSPC. Contractor shall submit invoices for payments no more frequently than monthly unless otherwise agreed to in writing by the Parties for Services performed and accepted in the prior month and due as provided herein and reimbursable expenses with such documentation as required by VSPC, and all payments shall be made in accordance with the requirements of Section 218.70 et. seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

E. Tax Exempt Status. It is understood that the County is a tax exempt entity and shall only be responsible for the payment of applicable taxes, if any, if and when it loses tax exempt status.

6. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing levels necessary to perform the Services as outlined in the Agreement, or perform the Services as specified in the Agreement; (ii) Contractor breaches Section 7 (Confidential Information/Public Records); or (iii) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 7 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

D. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 6, 7 and 10 A., B., and C, and 13.

E. Rights. Upon termination, either party may pursue such remedies at law or in equity as may be available to it as limited or defined in this Agreement.

7. Confidential Information/Public Records.

A. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

B. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County’s staff and the County’s subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County’s obligations under this Section may be superseded by its obligations under and requirements of said laws.

C. Public Records Management. Contractor acknowledges that information and data it manages as part of the Services are public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing Services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the VSPC. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, VSPC, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes and County policy for locating and producing public records during the term of this Agreement.

8. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

9. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to Workers' Compensation, occupational safety and health and the environment, equal employment opportunity, and privacy of medical records or information.

10. **Liability and Insurance.**

A. **Insurance.** Contractor shall comply with the insurance requirements of Section C of the RFP, which is incorporated herein by reference and attached hereto as Exhibit B.

B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

11. **County's Funding.** The Agreement is not a general obligation of the County or VSPC. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement for a new fiscal period, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate on the last day of the current fiscal period without penalty to the County.

12. **Conflict of Interest.**

A. The Contractor represents that: (i) it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, and that no person having any such interest shall be employed by him/her during the agreement term and any extensions; and (ii) during the term of this Agreement, Contractor shall not provide similar services to the Services set out in the SOW to any other convention, visitor, tourist information, or other tourism agency that directly competes

with VSPC for visitors, unless approved in writing by the Director of VSPC ("Director"), which approval will not be unreasonably withheld.

B. The Contractor shall promptly notify the Director in writing of all potential or actual conflicts of interest of any prospective business association, interest, or other circumstance, which may constitute a conflict of interest as provided herein. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion or approval as to whether the association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The Director agrees to notify the Contractor of its opinion or approval/disapproval within ten days of receipt of notification by the Contractor.

13. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including websites, content, application development, reporting and analytics, marketing materials, papers, data, and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when accepted by VSPC and the County has made payment of the fees due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County and will be held in confidence in accordance with this Agreement.

14. Assignment/Subcontracting. Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The successor entity shall provide such information as reasonably requested by the County to determine its financial responsibility and its qualifications and ability to perform the Services. The County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest, is contrary to any local, state or federal laws, or the successor entity is not financially responsible or does not have the qualifications or ability to perform the Services, as determined in the sole discretion of the County.

15. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either party by giving written notice to the other party:

For County:

D.T. Minich, Director
Visit St. Pete Clearwater
13805 58th Street, N, Suite 2-200
Clearwater, FL 33760
dt@VisitSPC.com

For Contractor:

Nate Huff, Senior Vice President
Miles Media Group, LLLP
6751 Professional Parkway W.
Sarasota, FL 34240-8443
nate.huff@milesmedia.com

16. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

17. Termination of Prior Agreements. This Agreement supersedes all prior agreements between the parties relating to the Services, and the October 10, 2008 Agreement for a Technology Marketing Program, as amended is hereby terminated and shall be of no further force and effect as of the Effective Date.

18. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

19. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

20. **Entire Agreement/No Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

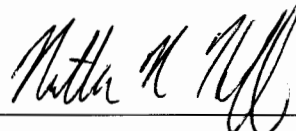
PINELLAS COUNTY, FLORIDA

by and through its Board of County Commissioners

MILES MEDIA GROUP, LLLP, A Delaware Limited

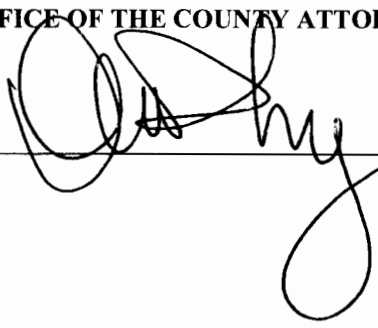
Liability Limited Partnership, by and through Miles Media Group, Inc., a Delaware Corporation

By: _____

By:  _____

Name: Nate Huff, Senior Vice President

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By:  _____

ATTEST:
KEN BURKE, Clerk

By: _____
Deputy Clerk

(SEAL)

EXHIBIT A SCOPE OF WORK

A. Blended Rate Services

1. Website Consulting Services as approved by the Parties in accordance with Section 2.D. of the Agreement

- a. Strategic consulting, website concept development and product planning including redesign/redevelopment and rollout.

Contractor will constantly collaborate to develop concepts that serve VSPC's long-term strategies and build products that put VSPC ahead of the competition. Every strategy, concept and product developed is unique to each client. Contractor is solutions oriented and will find a way to meet the VSPC's needs.

Contractor will use multiple development-only servers for building sites. This will provide an environment to review the work before it goes live and also prevent issues that might occur with other sites affecting the live sites. Contractor will write efficient, standardized code that's compatible across all supported platforms so that the maximum number of users can receive the intended experience.

Contractor will use a full software versioning system for all sites built so that every version of every page is stored on the development server for all time translating into extra security for VSPC.

VSPC's current websites have a solid foundation of site content however, the Contractor will continue to build on the content, audience and engagement the site is strong in – and focus on a third pillar, user experience. Contractor will create new ways to explore content to inspire visitation and provide new content types to facilitate vacation planning.

- b. Management and development of easy-to-use, web based content management systems (CMS) to allow the update of site content (graphics, text, templates, events, etc.) of all websites by the VSPC.

Contractor will utilize Drupal, an open-source CMS platform, to maintain websites. Drupal can be fully available to extend or customize as needed. Drupal will allow VSPC password protected access to pertinent areas of the site for making updates including the ability to add, adapt or delete content in real time such as:

- Landing pages
- Feature stories or short content units
- Itineraries
- Links to content in the footer
- Photos
- Videos

- c. Utilize Drupal for development of custom CMS templates for updating of web content, images, etc. by the VSPC.

- d. Data: delivery of dynamic listing content to CVB websites, potentially using third party database systems. Potential collection and data verification of such data.

Manage and deliver dynamic listing content utilizing a seamless solution that enables VSPC and industry partners the ability to manage data display on the website with 24/7 access to update data, as well as, capabilities to get reporting data on click-throughs and views to their website. Contractor to provide assistance to partners, if needed.

Collect and verify data utilizing email, online forms, fax, mail and phone. Track communication with every business in the data-collection effort by documenting:

- What the collection step was (email, fax, mailing or phone call)
- The time and date of the communication
- The name, title and signature of the person providing the information

- e. Integration of content from Customer Relationship Management (CRM) and/or other communication systems with websites.

Utilize an API, at no additional cost, to format listing data into a feed that allows third-party developers to use up-to-date listing content in new projects and extend the reach of VSPC content.

- f. Support and potential development associated with an integrated e-mail delivery system based on industry best practices and CVB requirements.

Contractor to provide on-staff resources to provide any support and potential development VSPC requires.

Features of email marketing program to include:

- Following best practices in email marketing, the website will incorporate the most up-to-date Opt-in processes, and consumers will be given an opportunity to confirm the opt-in process (or to opt-out from the program at any time).
- Ensure that all our email marketing programs are in compliance.
- Pay special attention to the fact that many emails are now viewed on mobile devices.
- Email marketing team to test email display across multiple platforms.
- Provide robust tracking of all email deployments that go beyond open rates and click throughs and look at user behavior on the website itself. Once email templates are developed, do continuous A/B testing to improve the performance of the email by adjusting design, content and subject lines. Provide complete monthly reporting on all deployments.
- Email programs to include share components, such as forward to a friend.
- Email archives to be housed on VSPC websites.
- There is no limit to the number of emails that can be deployed.

- g. Periodical website and landing page usability testing, evaluation, analysis and recommendations.

For site redesign or significant adaptations on an existing website, Contractor to facilitate qualitative user testing conducted by one or more independent research firms. The usability testing process is to include representative site visitors matched for demographics, target geographic markets, etc. The usability testing process will include evaluation, analysis and recommendations.

- h. Web based reporting and analytical tools available to both CVB and vendor, including website metrics, advanced web analytics, external ad campaign tracking. Vendor will also supply monthly reporting and custom reporting to include, but not limited to, monthly dashboard report, in depth analysis of website results, and functionality analysis based on customer responses.

Contractor to utilize advanced analytics solution consisting of Adobe SiteCatalyst and Adobe Discover 3, Google Analytics (as back up) and Quantcast Audience Measurement. Combined, this reporting framework provides best practices measurement and reporting for both on-site interactions and interactions on social media platforms and other channels in VSPC's broader digital footprint.

Contractor to utilize an integrated analytics framework, which includes advanced tracking of critical events, goals, or conversions to connect the dots between website and online marketing and the actual visitation/visitor expenditure.

Contractor to set-up a wide range of goals in SiteCatalyst and Google Analytics including custom events and integrated link tracking. Use Advanced Segmentation in Adobe SiteCatalyst and Discover 3 to better understand the site behavior of these most qualified users and how VSPC can better engage and convert them to travel. Integrate VSPC's paid digital marketing efforts into the overall analytics story looking at not just from a "click through" rate, but from a "cost-per-desired-action" perspective. This approach will allow VSPC to quickly optimize ad spends by media channel, geography and creative, based on what is delivering the most cost-effective results.

Dashboard reports should be visual, easy-to-follow and, actionable.

- i. Management of Domain Name System (DNS) and all applicable systems/ hardware should be in conjunction with Network Solutions and Rackspace to provide seamless management of all domains and related hardware, software and system needs. Contractor will work with VSPC's IT department to handle DNS changes and system/hardware installs as required.
- j. Digital content creation and associated editorial services. Content must be created in various formats and multiple languages to include, but not limited to graphics, video, editorial content, copy, etc.

Provide expert content strategy that will allow VSPC's story to be found and heard, extending our reach, increasing engagement and converting more travelers. Measure each decision against its ability to inform and inspire visitors to influence their vacation planning and buying decisions.

- k. Comprehensive Search Engine Optimization (SEO) and Search Engine Marketing (SEM) programs that evolve with the changing environment of web optimization and follow industry best practices, including enterprise level SEO platform and measurement that is integrated with analytics.

Best practices in site optimization to include:

- Search engine-friendly navigation, including all copy in real type (HTML text that can be read and indexed by search engines).
- Search engine-friendly titles (literal and specific to in-depth keyword research).
- A critical amount of optimized text on each page, allowing search engines to "read" the site as an information-rich and authoritative site on travel to the destination.
- Subhead text (H2 text with strategic keyword placement) as part of article and landing page Designs.
- SEO-friendly footer.
- Frequent additions and prominent display of new, original content, including both official and user-generated content, to encourage higher search engine rankings.
- "Share" functionality available on all content units, since social sharing is an important new factor in search engine rankings.
- Careful placement of advertising, a factor in search engine rankings.

SEO using BrightEdge

- Replace static keyword reports with a living "keyword dashboard" to provide a real-time look at VSPC's current ranking on key terms, also to show improvements and areas of concern over time.
- Provide ongoing competitor comparisons, showing how VSPC ranks against competing destinations and websites.
- Provide clear, actionable recommendations for improving SEO for each keyword VSPC is tracking, with a task system that allows Contractor to assign the job and automatically recognizes when it has been completed.
- Rank and prioritize SEO improvements based on which ones will move the needle most and generate the biggest increase in organic referrals.

SEM Program

- Focus extensively on the “after the click” actions of consumer.
- Constantly optimize landing pages to reduce bounce rates and increase conversions.
- Set multiple goals with the most important being to achieve a lower cost-per-conversion.
- Search prices to be based on shared net media costs and the time it takes to provide service and optimization.

SEM Program Core Components:

- Media buy targeting a select cross section of DMAs and travel motivators. The targeted keywords identified via the research process noted below will be purchased on multiple search engines including Google, Yahoo and Bing (MSN).
- Monitoring and adjustment of the media spend on a weekly basis to maximize response and conversion.
- Detailed bi-weekly reporting on campaign results. Also, a full review and report at the end of the campaign.
- Creation of custom campaign landing pages. Testing and optimization of these pages aimed at minimizing bounce rates and increasing Signals of Intent to Travel.
- Creation of a deals program to feature offers from industry partners, allowing VSPC partners low-cost access to extremely qualified website traffic.
- To ensure a smart balance of paid and organic traffic generation – the results of the SEM program will be used in the SEO mentioned previously.

SEM Tracking:

- Total responses – total additional visitors to the site through paid and organic traffic generation, as directly measured by the paid SEM campaigns and net incremental organic traffic estimates based on SEO results for the period.
 - Cost per response – for paid SEM traffic for the campaign and organic traffic generation activities.
 - Engagement measures – the landing page performance, time on site and/or page views per visit for campaign respondents compared to organic traffic during the same period.
 - Campaign conversions and conversion ratio – three to five measured Signals of Intent to Travel that will act as the campaign conversion events.
 - Cost per conversion – this measurement assesses the estimated cost of each campaign conversion – specifically the number of campaign conversions measured against the total gross cost of the full traffic generation program.
 - Provide complete reporting to VSPC on the success of any SEM campaigns.
1. Provide extranet development, access and support for a variety of applications, including for use by industry partners and internal CVB uses. Extranet applications may include the ability for industry partners to update listing information, submit special deals, post events, update emergency evacuation information, post messages, upload images or video, etc. This is not an exhaustive list, but includes items most likely in the short term.

Contractor's Data Engine will provide a shared resource platform to enable the 24/7 access by VSPC and its industry partners to upload event information and traditional listing information, as well as deals, events, videos and rich media links. The Data Engine will also allow partners to log in, get reporting data on click-throughs to their website, and see how many visitors viewed their listing on www.VisitStPeteClearwater.com.

Contractor will develop and support extranet applications on PinellasCVB.com including event registrations/RSVPs and data/feedback for VSPC. These efforts also include email confirmations, tracking reports and automatic event reminders.

- m. Create and maintain robust digital website content, including but not limited to rich media, interactive maps, blogs, social marketing, slideshows, videos, articles, etc. Provide multi-media galleries as well as open galleries for consumers and perform digital editing or digital audio mixing as required by VSPC.

VSPC will own full usage rights to any and all content (traditional or rich media) developed by Contractor for VSPC. Additionally, Contractor will document the usage rights.

- n. Create and maintain customized landing pages as directed by VSPC. Contractor to use tag-based architecture and CMS to make aggregation of related content easy to compile for a microsite/landing page project.
- o. On-going monthly or quarterly review of all content for timeliness and validity as required by VSPC. Contractor to utilize CMS as a framework for ongoing fact checking and updating strategy combined with SEO solution to achieve maximum results.
- p. Provide on-call web support and maintenance with 24/7 accessibility for emergencies.

Contractor to provide the following:

- Email address for reporting issues that is monitored during business and off hours in case of an emergency.
- In-person technical support at VSPC offices within a few hours during an emergency, or within (48) hours for non-emergency issues. This in-person service will be at no additional cost beyond any existing maintenance agreements.
- Emergency contact information for multiple team members, including a priority call order, in the event that immediate action is needed.

- q. Work as the first point of contact with 3rd party providers to remedy API or other issues.
- r. Automatic checking and notification of expired/bad website links. Contractor to research and correct the links. Contractor to utilize Drupal CMS to identify broken links, which are then researched and corrected.
- s. Emergency Response support under declared emergency to include a multilayer disaster recovery plan with redundant hard drive back up to prevent loss of data during hardware derailment. Back-ups performed at the local development facility are to be subsequently stored at an offsite location in the event the facility is subject to an unforeseen catastrophe.

Backups to be performed in the following procedural timeline:

- Daily incremental backups
- Weekly full backups
- Monthly full backups
- Daily replication of data to Rackspace
- Weekly MySQL server data integrity verification

Contractor to provide an emergency/event module in their Data Engine product customized for VSPC. Additionally, Contractor will attend annual emergency operations meeting with VSPC and provide VSPC with a clear communication and escalation plan to include personal contacts and phone numbers.

- t. Work with 3rd party fulfillment house to process orders from website.

2. Application Development Services as approved by the Parties in accordance with Section 2.D. of the Agreement

- a. Application development as needed for 3rd party software or hardware integration, including but not limited to CRM, communication and wireless/mobile systems or other applications.
- b. New application development for business process automation and reporting. Business process automation may include (but is not limited to) the following:
 - An automated process for fulfillment materials or collateral (external and internal) to be downloaded by fulfillment companies.
 - Association of local hotel properties and sports facilities with the ability to quickly and easily sort hotel and sports facility properties and establish direct or geographic associations.
 - Online survey and results tabulation or ability to pick winners.
 - Extensive data collection and positive verification of partner data with reporting capabilities.
 - RFP Automation.

Contractor to utilize Drupal CMS and Contractor's Data Engine to provide required business process automation.

- c. Development related to the integrated fulfillment system for processing collateral (such as Destination Magazine requests) and any potential third party.

3. Database Systems

- a. Provide own, or work with and integrate with 3rd party database systems that can effectively deliver dynamic content to the various CVB websites, including listings and online booking services, CRM, asset management, mobile, email, as well as, yet to be defined systems.
- b. Provide CVB and its partners with access to updating and/or changing database listings, including vendor properties, amenities, attractions, restaurants, etc.
- c. Provide data listing updating service, including verification and collection for web data.
- d. Provide asset management services as required for multiple media types. Database must provide a structured Application Program Interface (API) feed for distribution of listing content to third party sources at no additional cost.

4. IT Support

- a. Hardware: evaluation, purchase, installation, support, maintenance, network troubleshooting and server software patching to include, but not limited to utility, data and email servers.
- b. Evaluation, recommendation and potential purchase, installation and support of systems and software as directed by the CVB.
- c. Respond to calls for support within 3 hours. Contractor to provide dedicated response team to assist VSPC with maintenance and support issues. The team will either complete the task within a few hours, or provide an estimated time for completion.

5. Marketing and Advertising

- a. Support custom email campaigns as directed by the VSPC and in support of marketing initiatives and goals, including creation, testing, deployment, list rental, reporting, etc. of email programs.
- b. Support dynamic online industry partner advertisement placement on the VSPC website(s) and/or work with 3rd party vendor(s) to accomplish.

- c. Work with VSPC's ad agency and the VSPC to coordinate branding and art design as related to electronic communications, including websites and electronic mailings, to ensure consistent messaging and branding. Within the scope of work, Contractor will follow direction of VSPC on role definition for all partners, and ensure program is delivered smoothly and seamlessly.
- d. Create and format digital photography, illustrations, artwork, slideshows/videos, presentations, etc. for use on websites or other electronic media.
- e. Create advertising cooperative opportunities as determined by annual marketing plan. Work with the VSPC to create, sell, service, implement and report on industry advertising opportunities. Advertising opportunities should be available to partners by season, media channel, dollar amount and target demographic with the final selection automatically emailed to VSPC.
- f. Provide support for social media and mobile marketing to include, but not limited to, mobile banner ads, paid searches, building Facebook tabs/pages, further integrating social media on websites or other social media build outs, etc., as required by CVB based on annual marketing plan.

6. Other

Obtain and work with current and potential future third party vendor on behalf of CVB.

Current third party subscriptions include:

- Simpleview CRM
- Exact Target
- Reel Scout
- Clean Pix
- Production Hub
- Book Direct
- Movitas
- Artsopolis
- BrightEdge

7. Transition of VSPC Assets

Vendor will have up to four additional months to transition all CVB assets to new vendor at contract completion.

VSPC will own full usage rights to any and all content (traditional or rich media) developed by Contractor for VSPC. Additionally, Contractor will document the usage rights.

8. Public Records Compliance

Contractor to keep logbased server records for a minimum of three years and use version control software on all websites to allow access to data on previous site versions during the term of this Agreement. Additionally, Contractor will adhere to the following:

- a. Maintain and produce public records in compliance with Chapter 119, Florida Statutes and Pinellas County policies, including an agreement that responder will charge the sums allowed by Statute and County policy for producing public records as provided in the Agreement.
- b. Maintain confidentiality of records exempt or confidential pursuant to Florida Laws, including Chapter 119, Florida Statutes and Section 125.0104, Florida Statutes.
- c. Arrange for records retention of data in accordance with applicable Florida Law, including the State of Florida General Records Schedules.

B. Web/Application Hosting

- a. Contractor to guarantee “up-time” of a minimum of 99.9 percent, with operation and monitoring 24 hours a day, seven days a week.
- b. Hosting and management of all existing CVB websites and future websites with the highest level of security and reliability available. The CVB also has ancillary websites that may require support.
- c. Provide designated technical support and site support staff for maintenance and support issues to provide fast, flexible service.
- d. 24/7 actively monitored and managed applications and website with immediate response and notification of network status.
- e. 24/7 technical support phone hotline (always on call).
- f. Site Error Logging and Active Response System; all site errors that do not result in successfully returned pages are logged and immediately reviewed by personnel for appropriate action or immediate resolution.
- g. Provide Internet connection via dedicated OC3, or better with unfettered bandwidth and redundant connections. Vendor does not lock CVB site bandwidth to a maximum throughput; CVB has access to all available bandwidth and is not charged based on data transferred.
- h. Provide load balancing service as needed. Contractor to provide at least two load-balanced virtual web servers, allowing the addition of as many as required to serve the website’s needs.
- i. Servers are located in geographically safe regions. Vendor provides disk space for housing all application, websites, log files (minimum of 2 years) and necessary database files. Vendor will not charge for increased file storage needs or website growth.
- j. All Web server, MySQL and DNS administration and maintenance are included in hosting and managed services contract.
- k. Daily full back-up of MySQL databases.
- l. MySQL incremental back-ups to redundant SQL server upon updates to the website.
- m. Weekly MySQL server data integrity verification.
- n. Nightly back up of all website information.
- o. Back-ups are completed in the following procedural timeline:
 - Daily incremental backups
 - Weekly full backups
 - Monthly full backups
 - Daily replication of data to Rackspace
 - Weekly MySQL server data integrity verification
- p. Provide off-site, fire-safe storage of website and MySQL database information in case production center meets with an unforeseen catastrophe.

Contractor will also provide:

- Fully equipped facility with the latest climate-control equipment, generators, battery backups and redundant power connections.
- Bandwidth, load balancing and redundancy that will accommodate traffic spikes and unforeseen technology issues, making them unnoticeable to the end user.
- The VMware vSphere cloud, in which VSPC's database, application and file servers are provisioned, allowing for quick resource scaling to handle additional demand.
- An outstanding network track record.
- Security measures that restrict access to the facility by two-factor authentication, including biometric hand scanners (no public access to the facility is allowed).
- A daily backup of all VSPC site files and data (through disaster recovery plan, VSPC data is easily and quickly restored from the backups).
- Full-time monitoring of the network connection, including traffic log reports.
- Web servers that are highly restricted both by firewall and by server configuration itself
- An option to host the FTP server, all database demands and first-party cookies
- A multilayer disaster recovery plan, implemented at the local development/production facility and at the geographically safe offsite facility.
- Redundant hard drives back up to prevent loss of data during hardware derailment at local offsite production facility.
- All backed-up data at the local development/production facility is stored at an offsite location in case production center meets with an unforeseen catastrophe.

C. Maintenance Services:

Maintenance work consists of minor revisions/work that takes no more than 2 hours to complete. Maintenance work includes, but is not limited to, work performed on all existing and future CVB websites including customized landing pages and digital website content such as rich media, interactive maps, blogs, social marketing, slide shows, videos, articles, etc.

Contractor to provide an on-staff dedicated Response Team to provide VSPC with a direct conduit for making minor changes and additions to websites. Requests for site maintenance are sent to the Response Team and within a few business hours, either completed, or an estimated time for completion provided.

Existing major websites include:

visitstpeteclearwater.com
visitstpeteclearwater.com/intl/es
visitstpeteclearwater.com/intl/de
visitstpeteclearwater.com/intl/fr
meetings.visitstpeteclearwater.com
media.visitstpeteclearwater.com (visitstpeteclearwater.com/gateway/media)
visitstpeteclearwater.com/gateway/travel-trade
sportsspc.com
filmspc.com
pinellascvb.com
m.visitstpeteclearwater.com

EXHIBIT B INSURANCE REQUIREMENTS

The Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$ 1,000,000

(D) Professional Liability Insurance (Errors and Omissions/Cyber Risk) with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
General Aggregate	\$ 1,000,000
Each Occurrence or Claim	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(E) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.