

BOARD OF COUNTY COMMISSIONERS

DATE: October 22, 2013

AGENDA ITEM NO. 15

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Award of Final Negotiated Contract: Advertising & Promotional Services – Convention and Visitors Bureau (CVB)
Contract No.: 123-0268-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 PERTAINING TO ADVERTISING & PROMOTIONAL SERVICES FOR THE CONVENTION AND VISITORS BUREAU (CVB), WITH BIRDSALL VOSS AND ASSOCIATES (BVK), INC., TAMPA, FLORIDA.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE ADVERTISING & PROMOTIONAL SERVICES AGREEMENT, AND THE CLERK ATTEST.

Summary Explanation/Background:

The purpose of this contract is to provide advertising and promotional services for the CVB. More specifically, BVK will be hired to develop and implement domestic and selected international consumer trade based marketing programs. BVK's primary emphasis of work will include, but not be limited to: domestic and international consumer and trade-based marketing programs; comprehensive sales and marketing programs aimed at conventions, trade shows, corporate meetings, sports organizers, film producers, leisure travel and other target audiences for the purpose of increasing visitation to Pinellas County.

On September 5, 2013, the Board approved the ranking of firms and authorized staff to negotiate a contract with the number one ranked firm, BVK. A final contract has been negotiated by staff, which is now presented for Board consideration.

Highlights of the negotiated contract include, but are not limited to: final development of strategic marketing plans and creative strategies; final development and implementation of advertising messaging; return on investment analysis for marketing initiatives, plan of coordination with contract agencies including the CVB's research firm to evaluate effectiveness of programs and the plan for assisting CVB departments with the development of sales support materials.

The initial contract period will be effective October 1, 2013 through September 30, 2016 (36 months). There is provision for one (1) twenty-four (24) month option of renewal beyond the initial contract period at the same prices, terms and conditions pending Board approval.

Fiscal Impact/Cost/Revenue Summary:

Estimated 36 Month Cost: \$36,000,000.00

The funding source for these services is the Tourism Development Tax.

Exhibits/Attachments:

Services Agreement

ADVERTISING AND PROMOTION SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," for and on behalf of the St. Petersburg/Clearwater Convention & Visitors Bureau d/b/a Visit St. Petersburg/Clearwater ("VSPC"), and Birdsall, Voss & Associates, Inc., a Wisconsin Corporation, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the County has previously determined that a tourism advertising and promotion program will aid in improving the economy of Pinellas County, and solicited competitive proposals for such services pursuant to Pinellas County RFP No. 123-0268-P(SS) ("RFP"); and

WHEREAS, the County has selected Contractor as the professional agency to provide the aforementioned services; and

WHEREAS, Contractor represents that it has professional staff available to provide the services covered by this Agreement.

NOW, THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **AGREEMENT TERM.**

(a) The term of this Agreement shall commence on October 1, 2013, and terminate on September 30, 2016, unless otherwise terminated as provided herein. Each twelve-month period, commencing on October 1, 2013, shall constitute a "Contract Year." The term of Agreement may be extended upon mutual written agreement of the parties for one (1) additional two-year term.

(b) Notwithstanding the term limitations as provided herein, at the written election of the County, as provided through the Director of VSPC ("Director") at his sole discretion, Contractor agrees to provide up to four (4) months of Services at the end of the final Contract Year commencing on October 1 and ending no later than the following January 31 to manage tourism marketing and advertising in process that extends beyond September 30 term in order to allow the County to transition the services to a new provider ("Transition Services"). The County shall pay Contractor the sum of \$150 per hour for not exceeding 600 hours for the Transition Services, which shall be billed to the County and payable in accordance with the Agreement. All Transition Services shall comply with the requirements of the Agreement, including but not limited to Section 3(a), (c), and (d).

2. **SERVICES.**

(a) During the term of this Agreement, Contractor shall provide tourism advertising and promotion services described in Exhibit A attached hereto and incorporated herein by reference ("Services") to the County, in order to implement VSPC programs, strategies, and goals by developing and implementing domestic and selected international consumer and trade-based marketing programs throughout each Contract Year, as well as marketing programs aimed at conventions, trade shows, corporate meetings, sports organizers, film producers, leisure travel and other target audiences, and are designed to increase overnight visitation, increase average length of stay, increase first time visitation, and increase repeat visitation.

(b) The 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 Section 3(c) of this Agreement.

(c) Services include any component task, subtask or function inherent, necessary, or a customary part of the Services but not specifically described in this Agreement and Exhibits attached hereto, which such task, subtask, or function shall be deemed to be part of the Services.

3. PRODUCTION APPROVALS, SERVICES FEE, EXPENDITURE REIMBURSEMENTS, AND ADDITIONAL SERVICES.

(a) Contractor will not commence work on any project or program Services without the authorization of the Director or designee, and will place no advertising until Contractor's recommendation(s), including estimated cost of media, media contract terms, including cancellation provisions, agency service fees if applicable, and production have been submitted to and approved in writing by the Director or designee. It is understood that where rates in specific publications or broadcast stations increase from that which has been previously approved, Contractor shall obtain new approval from the Director or designee; otherwise, the County shall not be held responsible for such increases.

(b) For the Services provided pursuant to this Agreement, the County shall pay to Contractor annual compensation equal to the sum of seventeen percent (17%) of the advertising and promotion billings authorized as provided in Section 3(a) herein placed as part of the Services ("Services Fee") for each Contract Year commencing on October 1 and ending on September 30 of that Contract Year. Contractor shall invoice the County no more frequently than monthly for the Services Fee, and as frequently as approved by the Director in writing for reimbursable expenses as defined in Section 3(c) of Agreement due and payable for the prior month during the Contract Year. Invoices shall comply with and be paid in accordance with Section 3(d) of the Agreement. In no event shall Contractor's Services Fee exceed Two Million Thirty Four Thousand One Hundred and Eighty Eight Dollars (\$2,034,188) of the actual costs for authorized production, media placement and promotions in any Contract Year.

(c) In addition to the Services Fee, the County will reimburse Contractor for all actual costs for authorized advertising and promotion expenditures approved in accordance with Section 3(a) herein, as well as authorized travel and per diem expenditures in accordance with Section 112.061, Florida Statutes, and County Travel Policies. Payments to Contractor for the approved expenditures shall be made by the County for reimbursements due Contractor based upon receipted invoices presented. Contractor will submit copies of approved contracts, insertion orders, a recapitulation of credits and debits affecting previously submitted statements or invoices, and substantiating bills, tear sheets, or other proof of publication, with proof of payment of the subcontractor/vendor/media invoice or billing.

(d) Services Fee payments as provided in Section 3(b) shall be made by the County in accordance with Section 218.70 et seq., Florida Statutes, the "Local Government Prompt Payment Act." Expense

reimbursement payments as provided in Section 3(c) shall be made by the County to Contractor within thirty (30) days of receipt of an invoice with all required documentation as provided herein. All statements or invoices submitted by Contractor to the County shall be submitted in detail sufficient for the County to insure that the work performed, expense incurred, or service rendered actually took place, and that the correct amount has been charged. Each invoice submitted by Contractor to the County shall be supported by a copy of the vendor invoice, proof of performance or proof of receipt of goods or services contracted for, and that payment has been made by Contractor. 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 process.

(e) In addition to the provisions of the Services, Contractor will be available to provide the additional services described in Exhibit B attached hereto and incorporated herein by reference, if requested in writing by the Director or designee and authorized as provided in Section 3(a) herein. The County shall pay Contractor an hourly rate fee of \$150 for said additional Services, which shall be invoiced as provided herein.

4. RELEASES. Contractor shall obtain releases, licenses, permits or other authorization to use photographs, copyrighted materials, artwork, or any other property or rights belonging to third persons obtained by Contractor for use in performing services for the County and shall be responsible for any claims arising with respect to such use. The County shall obtain same for any such items obtained by the County which are used by Contractor in performing such services, and shall be responsible for any claims arising with respect to the use of such materials, artwork or other property or rights belonging to third persons obtained by the Agency for use in performing services for the County shall promptly be provided to the County and shall belong to the County.

5. COUNTY NON-LIABILITY. Contractor agrees to exercise its best judgment in the preparation and placing of all advertising, with a view to avoiding any claims, proceedings, or suits being made or instituted as a result thereof. However, nothing contained herein shall be deemed to obligate the County to indemnify or hold the Contractor harmless against any loss or damage which Contractor may incur as a result of any claim, suit, or proceeding made or brought against Contractor, based upon any advertising or publicity prepared by Contractor for the County when such claim, suit, or proceedings is for damages due to the fault or negligence of Contractor or its contractors, or arises out of Contractor's obligations under applicable codes or contracts relating to the production of advertising.

6. AMENDMENT. This Agreement may only be amended by mutual written agreement of the parties.

7. TERMINATION. The County may terminate this Agreement for convenience at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination; provided, however, that in the event the tourist development tax, or any percent or portion thereof levied in Chapter 118, Article II, of the Pinellas County Code is repealed or expires, this Agreement shall be deemed to terminate automatically on the effective date of said repeal or expiration. Upon receipt of written notice of termination of this Agreement, the parties hereto shall mutually review, within twenty (20) days, all outstanding commitments and other matters relative to the Services and Transition Services

contemplated by this Agreement. All amounts due will be reconciled with all progress payments made prior to termination. All non-cancelable contracts entered into pursuant to the County's authorization existing at the termination date will be carried to completion by Contractor and paid for by County, unless agreed to in writing by Contractor in accordance with the established terms of this Agreement. Upon request, Contractor will transfer, assign and deliver to County its designated representative, all property and materials prepared or purchased for or on behalf of County and all information, documents, studies and records regarding its advertising, upon payment of any outstanding invoices to Contractor. The County agrees to assume any and all contractual obligations, such as talent residuals which Contractor negotiated on behalf of and were approved in writing by County in preparation of such materials. All unused or unpublished advertising plans and ideas prepared by Contractor and not invoiced to County nor paid for by County shall remain Contractor's property, regardless of whether or not the physical embodiment of the creative work is in County's possession in any form whatsoever.

8. PROPRIETARY/CONFIDENTIAL INFORMATION; PUBLIC RECORDS.

(a) Any reports, information or data given to, prepared or assembled for or by Contractor under this Agreement which the County requests be kept as proprietary, shall not be made available to any individual or organization without the prior written approval of the County. No materials produced in whole or in part shall be subject to copyright in the United States or in any other country, and the County shall have the unrestricted authority to publish, disclose, distribute and otherwise use any report, data, or other materials prepared under this Agreement. All artwork, design, layout, production materials, and creative materials created by, and all rights acquired by, Contractor in the performance of the Services for the County will become the property of the County, with all copyright and other restrictions falling within control of the County, upon acceptance. Nothing contained in this Agreement shall be construed to prohibit the release of information pursuant to the requirements of law relating to public records.

(b) Contractor shall not disclose to any third party County Confidential Information, as defined herein, that Contractor 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 Director or designee. 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. For the purposes of this Agreement, County Confidential Information shall mean any County or VSPC information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article I 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 acknowledges that information and data it manages as part of the Services may be 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.

9. INDEPENDENT CONTRACTOR. Contractor and all its employees, agents, and servants are, and shall be, in the performance of the Services under this Agreement, independent Contractors and not an employee of the County. Contractor shall exercise direct control over the means and manner in which it and its employees, agents, and servants perform the Services. Contractor does not have the power or authority to, and agrees that it will not attempt to, bind the County in any promise, agreement, or representation other than as specifically provided for in this Agreement.

10. CONTRACTOR PERSONNEL.

(a) 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) 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.

11. NONDISCRIMINATION. During the performance of this Agreement, Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age or disability.

12. AVAILABILITY OF CONTRACTOR RECORDS. Contractor shall maintain records, books, documents, papers, and financial information pertaining to work performed under this Agreement. Contractor agrees that the County, or any of its duly authorized representatives, shall, until expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions related to this Agreement. In the event that such audit is in progress at the expiration of the aforementioned three (3)-year period, access to and right to examine will continue until completion of such audit.

13. FISCAL FUNDING. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify Contractor of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County. The termination process set out in Section 7 herein shall be followed in the event the County elects to terminate this Agreement pursuant to the provisions herein.

14. INSURANCE AND LIABILITY.

(a) Contractor shall comply with the insurance requirements of Section C of the RFP, which is incorporated herein by reference and attached hereto as Exhibit C.

(b) In addition to any other indemnification obligation in this Agreement, 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 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) 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 except as otherwise authorized in this Agreement. 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) 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 sole responsibility of Contractor.

15. 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 or create a conflict for any County employee or public officer as provided in Chapter 112, Part III, Florida Statutes, and that no person having any such interest shall be employed by Contractor during the Agreement term and any extensions; and (ii) during the term of this Agreement, Contractor shall not provide similar services to the Services 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, 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.

16. 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.

17. NOTICES. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (i) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) 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:

Mary L. DeLong, SVP
BVK
220Channel Dr., #2
Tampa, FL 33606
maryd@BVK.com

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. SURVIVAL. Sections 4, 7, 8, 12 and 14 shall survive the termination or expiration of the term of this Agreement.

21. 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 as of the day and year first above written.

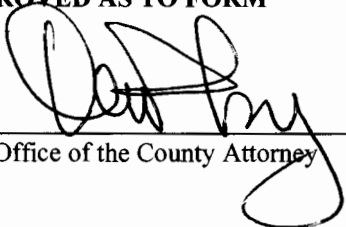
PINELLAS COUNTY, FLORIDA, by and through
its Board of County Commissioners

By: _____
Chair

ATTEST:
KEN BURKE, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM

By:  _____
Office of the County Attorney

BIRDSALL, VOSS & ASSOCIATES, INC..


By:  _____
Name: Mary DeLong
Title: Sr. V.P./Dir Tourism Division

EXHIBIT A SERVICES

Account Service

- Strategic Planning - contributing and assisting with the development of strategic marketing plans, development of brand strategy, creative strategies, etc. for all segments- meetings and conventions, leisure, corporate, etc.
- Develop creative strategies, and create and produce all meeting planner and incentive advertising/marketing/sales support programs with consideration given to professional associations, public relations and promotions.
- Develop creative strategies, and create and produce all consumer advertising including domestic and international markets with consideration given to full integration and comprehensive marketing programs including travel trade, public relations and promotions.
- Attend internal and external meetings as requested including monthly Tourist Development Council (TDC) Meetings.
- Presentations - assist with development of presentations regarding marketing programs, giving presentations as appropriate.
- Budgeting - provide input and ongoing tracking of the marketing budget, develop program budgets, ensure agency budgets remain in sync with CVB budgets, and provide budget status reports.
- Daily Account Service - ongoing communication, development of conference reports, status reports, contributing to program summaries, presentation of creative, other reporting as necessary interfacing with all other areas of the agency on CVB's behalf, analysis of campaign inquiries/fulfillment.
- Provide marketing support to all CVB Departments.
- Interface with Publications and Interactive Services vendors to maximize brand consistency across all platforms.
- Identify integrated marketing best practices and share those throughout the organization to maximize efficiency.
- In addition to monthly activity and Key Performance Indicator reports, work with the CVB's research vendor to develop the methodology for measuring impact and success of all marketing/advertising programs.
- Implement a research-based cooperative advertising program for the leisure consumer and relevant trade audiences, including management of production and media placement.
- Notify the CVB of all Destination Marketing Organization (DMO) new business solicitations by the agency that could be perceived as a conflict of interest with growing tourism to Pinellas County.

Creative

- Agency will be responsible for the development and implementation of all forms of advertising messaging including all creative executions of print, collateral, broadcast, online, other alternative media, etc.
- Agency will provide as released files for every job, which the CVB will use to establish a digital library and archive.

Media

- Manage all media inquiries from media reps.
- Identify the most appropriate target audiences and choose media that best reaches each target group.
- Develop, place, monitor and evaluate all domestic and Canadian media programs. Work with the CVB and their in-County reps and/or with organizations such as Brand USA to implement media programs as requested in international markets.
- Identify and evaluate new media opportunities.
- Create media plans and media analysis reports.
- Provide points of view and recommendations as requested for various media, promotional and other opportunities.
- Post advertising/promotion/partnership program measurement and analysis.

Production

- Responsible for trafficking all advertising/materials to media outlets and printers.
- Provide electronic files of finished material to CVB.
- Prepare advertising materials for presentation purposes as requested.

Travel Industry Marketing

- Liaise with Leisure Travel Department as requested to assist in the development of sales support materials and advertising for domestic and international travel trade audiences.
- Maintain knowledge of industry trends as they pertain to the trade aspect of the domestic leisure business, i.e. travel intermediaries such as tour operators, wholesalers, retail travel agents, and online agencies.
- Maintain knowledge of CVB's key international markets (UK, Canada, Latin America, and Germany) and trends as they pertain to the same trade aspect of the leisure business.

Meetings, Convention, Incentive and Trade Show Marketing

- Assist in developing branding strategies.
- Assist the Meetings Department as requested in the development of sales support materials and advertising for meetings, conventions, incentive and trade show audiences.

Coordinate with CVB Agencies

Work through the CVB to coordinate efforts with CVB contracted vendors below:

- UK, Ireland and Scandinavian Marketing Rep – Tourism Marketing Partnership
- Central Europe Marketing Rep – Marion S. Wolfe
- European Public Relations (PR) – Rooster Creative Ltd., and Kaus Media
- Domestic U.S. and Canadian PR – Nancy J. Friedman Public Relations
- Local PR – Paradise Advertising and Marketing, Inc.
- Internet Marketing – Miles Media Group LLLP

Exclusions

The following items shall be billed at cost with no additional fees charged:

- Travel Expenses
- Phone charges (office, cell, and conference calls)
- Copies, postage and FedEx charges
- Dubs, tapes, CD's, DVD's

EXHIBIT B ADDITIONAL SERVICES

Public Relations/Promotions/Partnerships

- Develop media relations programs and collateral support to complement marketing programs.
- Interact with CVB's Media and Communications Department on various programs.
- Generate ideas and coordinate both promotions and partnerships as they relate to agency clients or other potential relationships.
- Develop community relations' support programs.
- Involvement in Crisis Communications Plan, including assistance if the agency has locations or affiliates outside the St. Petersburg/Clearwater area.
- Social networking and online community.
- Customer Relationship Management programs.

Digital

- Provide assistance and/or input on CVB's consumer Website, as well as all other CVB Websites.
- Evaluate approaches to add relevant content or improve site visitation.
- Search engine optimization.
- Electronic newsletters.
- Database profiling.
- Web trends and/or other tools such as tagging and tracking.

Research (Primary and Secondary)

- Interface with CVB's research firm to create research programs including brand awareness/development studies, analysis of all advertising programs, etc.
- Assist in the ROI analysis of marketing initiatives that target specific tradeshows and meetings.
- Work with Research Department to evaluate effectiveness of creative and advertising programs via appropriate audience segment input.

Transition Services

If necessary, at contract completion or termination, agency will transfer all CVB assets to the new agency.

Public Records Compliance

Agency will adhere to the following as it pertains to the contract:

- Maintaining and producing 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.
- Maintaining confidentiality of records exempt or confidential pursuant to Florida Laws, including Chapter 119, Florida Statutes and Section 125.0104, Florida Statutes.
- Arranging for records retention of data in accordance with applicable Florida Law, including the State of Florida General Records Schedules.

EXHIBIT C
INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor 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's receipt of notice of award, the Contractor shall provide the County with properly executed and approved 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 four (4) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site 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 and any sub-contractors 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.

Contracted vendor 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) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) All policies shall be written on a primary, non-contributory basis.

- (6) 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.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

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 Operations and Personal Injury, including Advertising Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

(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	
Combined Single Limit Per Accident	\$ 1,000,000

(D) Professional Liability (Errors and Omissions) Insurance 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	
Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

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.