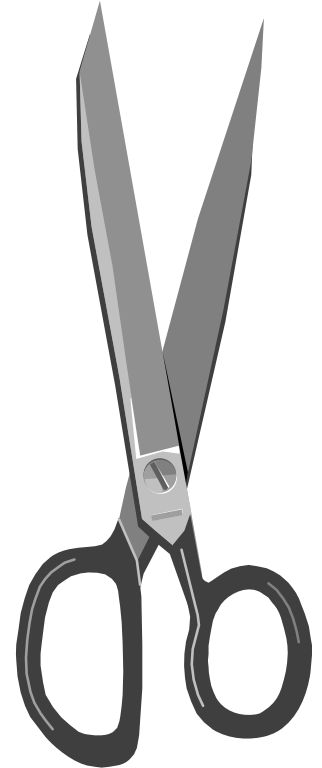




Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the bid where requested.

SEALED PROPOSAL • DO NOT OPEN	
SEALED PROPOSAL NO.:	078-0289-P (AM)
PROPOSAL TITLE :	ADVERTISING & PROMOTIONAL SERVICES
DUE DATE/TIME:	APRIL 22, 2008, @ 3:00 P.M.
SUBMITTED BY:	_____
	(Name of Company)
DELIVER TO: PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756	



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed proposal package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE SOUTH ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756		 <h1 style="text-align: center;">REQUEST FOR PROPOSAL</h1>	
ISSUE DATE: MARCH 21, 2008		PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: ADVERTISING & PROMOTIONAL SERVICES		RFP NUMBER: 078-0289-P (AM)	
SUBMITTAL DUE: APRIL 22, 2008 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.		PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE	
DEADLINE FOR WRITTEN QUESTIONS: APRIL 11, 2008 BY 3:00 P.M. SUBMIT QUESTIONS TO: AMELIA McFARLANE, CPPB AT amcfarla@pinellascounty.org			
COMMISSIONERS ROBERT B. STEWART - CHAIRMAN CALVIN D. HARRIS - VICE CHAIRMAN RONNIE DUNCAN SUSAN LATVALA JOHN MORRONI KAREN WILLIAMS SEEL KENNETH T. WELCH		THE MISSION OF PINELLAS COUNTY Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	
		 JOSEPH LAURO, CPPB Director of Purchasing	

PROPOSER MUST COMPLETE THE FOLLOWING

PROPOSERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE PROPOSAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A PROPOSER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS.

PAYMENT TERMS: ____% ____DAYS, NET ____ *RFP DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ ____

PROPOSER (COMPANY NAME): _____ **D/B/A** _____

MAILING ADDRESS: _____ **CITY / STATE / ZIP** _____

COMPANY EMAIL ADDRESS: _____ **PHN:** () _____ **FAX:** () _____

***REMIT TO NAME:** _____
 (As Shown On Company Invoice)

CONTACT NAME: _____

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS RFP & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	
W-9 (TAXPAYER ID)	

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SEE PAGE 14, SECTION E SCOPE OF WORK

SECTION A - GENERAL CONDITIONS - CONTINUED**1. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in Section B. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

2. DESCRIPTION OF SUPPLIES/SERVICES:

Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Proposals will be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) Pinellas County reserves the right to make selection of the proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation of proposal may be requested of any firm, at the Evaluation Committee's discretion.

SECTION A - GENERAL CONDITIONS - CONTINUED**8. CONFLICT OF INTEREST:**

- a) The Proposer represents that 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, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **In addition, late proposals will not be accepted, will be rejected and will be returned for any reason.** This upholds the integrity of the proposal process.

11. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

13. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

14. COLLUSION:

The proposer, by affixing his signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

SECTION A - GENERAL CONDITIONS - CONTINUED**15. RIGHT TO AUDIT:**

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

The proposer is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

17. COUNTY INDEMNIFICATION:

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

18. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by proposers prior to submitting a proposal on this requirement.

19. ADA REQUIREMENT FOR PUBLIC NOTICES:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

20. CERTIFICATE OF INSURANCE:

The successful proposer must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

Pinellas County wishes to encourage its proposer to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

SECTION A - GENERAL CONDITIONS - CONTINUED

On all proposals over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying proposal received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful proposer. The County will furnish a copy of the asbestos survey to the successful proposer. The proposer must keep this copy on site at all times during the actual demolition.

22. PAYMENT/INVOICES:

The proposer must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful proposer is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

23. CANCELLATION:

- a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- c) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- d) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

SECTION A - GENERAL CONDITIONS - CONTINUED**24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. 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 right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

25. NON-EXCLUSIVE CONTRACT:

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.

26. LOBBYING:

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

27. ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

28. ADD/DELETE LOCATIONS/SERVICES:

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

29. SERVICES AGREEMENT:

A final agreement containing pertinent clauses relative to the required services will be prepared by the County, and required to be signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

SECTION A - GENERAL CONDITIONS - CONTINUED

30. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.

(b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the Purchasing Department, the County Administrator shall immediately cancel or revise the solicitation or award as deemed appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(4) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS - CONCLUDED

31. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

32. PUBLIC EMERGENCIES:

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

SECTION B - SPECIAL CONDITIONS

Proposal Title: ADVERTISING & PROMOTIONAL SERVICES
Proposal Number: 078-0289-P (AM)

1. OBJECTIVE:

It is the intent of Request For Proposal (RFP) to receive proposals from Advertising Agencies and select a successful proposer who will serve as the principal advisor for integrated marketing communications to the St. Petersburg/Clearwater Convention and Visitors Bureau (CVB) to promote and encourage prosperous development of St. Petersburg/Clearwater's tourism industry.

2. PROPOSAL REQUIREMENTS:

Each proposal should contain the following at a minimum. Proposer must also address detailed requirements as specified in Section E, Scope of Work.

- a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of the Scope of Work.
- b) A description of the proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also include the reference information requested in Section D.
- c) The fee(s) for services as outlined in the Scope of Work.

3. EVALUATION CRITERIA:

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E, Scope of Work.

4. PRICING/PERIOD OF CONTRACT:

Prices shall be held firm for the duration of the contract unless changed during the negotiations of the contract. Services performed pursuant to this contract shall commence on **October 1, 2008**. Duration of the contract shall be for the period of **thirty-six (36) months from the commencement date**.

5. OPTION OF RENEWAL:

The contract may be renewed subject to written notice of agreement from the County and successful proposer, for **two (2)** additional **twelve (12)** month periods beyond the primary contract period. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

6. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original and Six copies with the 'Original' clearly marked.

SECTION B - SPECIAL CONDITIONS

7. ITEMS TO BE RETURNED WITH PROPOSAL:

a)	Section B	Proposal Deposit (If Applicable)
b)	Section D	Vendor References see page 1
c)	Section E	Proposal Submittal
d)	Section F	Proposal Signature Page
e)	Section G	Addendum Acknowledgement Form (If Applicable)
f)	Section H	Statement of No Submittal (If Applicable)

8. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
MARCH 21, 2008	Advertising & Publishing RFP
N/A	Pre-proposal Conference
APRIL 11, 2008	Deadline for Questions/Clarifications
APRIL 22, 2008	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
TBD	Evaluation of the RFP
TBD	Recommendation due to Purchasing from Convention & Visitor's Bureau
TBD	Submit recommendation to Board for Award of Contract

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
 - (4) Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$500,000 per occurrence, if occurrence form is available; or claims made form with "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", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
 - (5) **\$500,000** combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- (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 offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D - VENDOR REFERENCES**Proposal Title: ADVERTISING & PROMOTIONAL SERVICES****Proposal Number: 078-0289-P (AM)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields below must be completed

1	_____	2	_____
	COMPANY NAME		COMPANY NAME
	_____		_____
	CITY, STATE		CITY, STATE
	_____		_____
	CONTACT PERSON		CONTACT PERSON
	_____		_____
	TELEPHONE		TELEPHONE
	_____		_____
	FAX		FAX
	_____		_____
	EMAIL ADDRESS		EMAIL ADDRESS
3	_____	4	_____
	COMPANY NAME		COMPANY NAME
	_____		_____
	CITY, STATE		CITY, STATE
	_____		_____
	CONTACT PERSON		CONTACT PERSON
	_____		_____
	TELEPHONE		TELEPHONE
	_____		_____
	FAX		FAX
	_____		_____
	EMAIL ADDRESS		EMAIL ADDRESS

SECTION E – SCOPE OF WORK

Proposal Title: ADVERTISING & PROMOTIONAL SERVICES
Proposal Number: 078-0289-P (AM)

I. ST. PETERSBURG/CLEARWATER CVB OVERVIEW:

Goals

The St. Petersburg/Clearwater CVB develops and implements year-round, domestic and selected international consumer and trade-based marketing programs as well as comprehensive sales and marketing programs aimed at conventions, trade shows, corporate meetings, sports organizers, film producers and other target audiences to:

- Increase overnight visitation to 6.2 million visitors
- Increase average length of stay
- Increase first time visitation
- Increase repeat visitation

A. Marketing Communications Objectives and Strategies Include But Not Limited To:

- Continue to build brand awareness and intent to visit the destination
- Generate and increase awareness of St. Petersburg/Clearwater and the emotional and rational benefits of vacationing or conducting a meeting here
- Maximize near-term intent to travel for pleasure or business
- Aggressively market St. Petersburg/Clearwater as a year-round premier upscale, diverse beach resort of choice
- Communicate St. Petersburg/Clearwater's strengths to niche markets
- Position the CVB to all audiences as the primary/official information source for comprehensive travel planning information for St. Petersburg/Clearwater
- Communicate the diversity and uniqueness of the St. Petersburg/Clearwater travel and meeting experience
- Strengthen the efforts of local private sector marketing groups
- Build the CVB's reputation among local industry stakeholders, business leaders and residents to ensure a strong leadership image for this most important industry and as a valuable source for marketing and tourism information
- Promote tourism to local residents as the area's number one industry and position its importance to the area's financial well being and quality of life
- Position the destination in key trade publications as a location for incentive group travel
- Increase the number of annual visitors who use the CVBs materials as a trip planning resource
- Generate visitor inquiries to industry partners
-

B. Marketing Communications Tactics Currently Include But Not Limited To:

- Develop international and national award winning advertising campaigns using innovative creative techniques
- Conduct research to help develop relevant messaging
- Continue to leverage the destination's award winning beaches in advertising copy. Emphasize Caladesi Island and Fort De Soto Park as top U.S. beaches ranked by Dr. Beach. Include rankings designated by the Travel Channel and Blue Wave Beaches
- Showcase the diversity of visitor experiences in targeted marketing messages Focusing on arts and culture, nature-based, sports and recreation, history/heritage, shopping and dining tourism communications and promote actual names of destination assets in the messaging and shift away from generic experience referencing where appropriate

SECTION E – SCOPE OF WORK

- Continue to communicate St. Petersburg/Clearwater as a destination with a diverse collection of award-winning beaches featuring outstanding culture, small town/downtown flavor, and golf opportunities. The destination will be positioned favorably to higher disposable income travelers while delivering the expected experience and value messaging to less affluent consumers
- Continue to reinforce geographic location of the destination, ease of access, convenience of airports, 361 days of sunshine, and 35 miles of white pristine beach coastline and overall safety of the area
- Utilize appropriate media to promote the destination to niche markets: golf, weddings, small town/downtown, culture and nature-based enthusiasts, girlfriend getaways, vacations, affluent travelers
- Target Hispanic, African American and the Gay/Lesbian market segment. Tailor authentic messaging to these markets focusing on experiential activities aligned with each segment as well as positioning the destination appropriately for each.
- Strategically allocate online media dollars by market segment to maximize web exposure and drive visitation to the respective website/micro site
- Leverage online weather triggers in the Midwest and Northeast markets during winter through select media channels to optimize impact and investment
- Maximize consumer advertising expenditures in Canada, Germany, Central Europe and United Kingdom/Scandinavia/Ireland and grow relationships and implement cooperative programs with select tour operators where applicable
- Facilitate cooperative media purchases in conjunction with local tourism industry partners. Administer program via online registration, collect orders and process invoicing. Designs for cooperative advertising communications will drive inquiries “direct-to-partner” for additional information and to facilitate booking
- Develop custom communications focused on key consumer audiences (families, couples, multi-household groups, singles, multi-cultural and multi-ethnic groups, alternative lifestyle travelers, golfers, nature travelers, etc.) using specialty publications and websites to generate overnight visitation
- Schedule media during key periods of the year to align with target market’s travel patterns and purchase behavior as evidenced by research (seasonal trends)
- Strongly negotiate all media buys and secure added value benefits where possible. Develop partnerships with key media that can produce relevant editorial on the destination and leverage media expenditures across all CVB departments to create efficiencies
- Maintain a flexible and adaptive media strategy to take advantage of unexpected media opportunities and to be positioned to react to market conditions should external forces impact travel behavior
- Produce quarterly campaign effectiveness reports to gauge advertising results from all advertising mediums; online, print, broadcast, visitor guide and telephony.
- Identify and contact key feeder market radio stations, newspapers, publications, and other viable media outlets to ascertain interest in developing destination promotional programs including trade-out of product with partners for get-away packages including attraction components. Promotional ROI outline shall be provided to CVB quarterly
- Continue to target the promotional departments of major air carriers flying into TPA & PIE to create unique promotional events for the destination
Identify and contact prospective non-travel corporations to determine interest in cooperative promotions to increase awareness and business to the area
- Ensure total integration of all marketing functions to get the greatest ROI possible
- Generate regional and national promotions to create and expand brand awareness
- Coordinate crisis communications plan with the CVB to ensure accurate dissemination of information and speed recovery in the event of a natural or other disaster

C. Target Markets Include But Not Limited To:

Consumer marketing communications will be directed to select consumer markets, to include: couples, families, multi-household groups, multi-cultural groups, the mature market, African American market, Hispanic market, Gay/Lesbian market, and the tour trade industry. The creative message will be targeted through strategic media execution based upon the target market’s media consumption.

SECTION E – SCOPE OF WORK

PrizmNE Core Target segments: 2-Blue Blood Estates, 5-Country Squire, 9-Big Fish, Small Pond, 17-Beltway Boomers, 20-Fast-Track Families, 33-Big Sky Families, 51-Shotguns & Pickups.

Top DMAs Containing Core Segments: Chicago, Boston, New York, Orlando, Indianapolis, Detroit, Philadelphia, Pittsburgh, St. Louis, Columbus, Cincinnati, Atlanta and Hartford/New Haven.

Leisure Consumer Profile

Multi-generational families (grandparents, parents and grandchildren looking for a beach visit/getaway year-round

- Females 35-54, Median HHI \$100,000+
- Looking for family attractions, beaches, and activities

Couples and multi-household groups (looking for unique activities in a year-round destination):

- Adults 25-54, HHI \$85,000+
- Interested in arts/culture, nature/eco travel, beaches, unique shopping, restaurants, nightlife, and golf

Mature audience:

- Adults 55+, HHI \$100,000+
- Couples and singles looking for a weather-friendly vacation destination
- Interested in arts/culture, shopping, restaurants, beaches, golf and unique experiences

African American:

- Adults: 35-54, HHI \$75,000+
- Preferred activity is shopping, cultural events and theme parks

Hispanic:

- Adults: 35-54, HHI \$75,000+
- Interested in visiting friends and relatives, shopping is a favorite activity

Gay/Lesbian:

- Adults: 74% Male / 21% Female
- HHI \$85,000-\$85,000+
- 10% of travel industry

Outdoor Enthusiast:

- Younger to middle age adults 20-54, HHI \$75,000+
- Those seeking outdoor activities, sports or recreation as part of their travel experience

Niche Groups:

- Golf, nature, weddings, honeymoon, romance, arts & culture, spas, boating & fishing

D. FEEDER MARKETS

Traditional feeder markets in the Midwest and Northeast have served as the foundation of media placement. Drive market placement has been emphasized during key times throughout the year to generate Florida and Southeastern visitation.

Communicating the close proximity and convenience of the three international airports (St. Petersburg/Clearwater International Airport, Tampa International Airport and Orlando International Airport) to the destination has competitively position the area to domestic and international fly markets.

SECTION E – SCOPE OF WORK

Domestic

- Florida, Southeast and drive markets
- Midwest and Northeast
- Opportunity markets

International

- Canada
- Germany/Central Europe
- United Kingdom/Scandinavia/Ireland

Seasonality

- Fall (September-December): Drive markets, Midwest and Northeast feeder markets
- Winter (January-April): Midwest and Northeast feeder markets
- Spring/Summer (May-August): Midwest, Northeast and Florida drive markets
- Fall, Winter and Spring: International markets (Canada, Germany/Central Europe and United Kingdom/Scandinavia/Ireland); support traditionally strong summer business
- Meetings, Incentive, Sports and Film markets year-round

Additional detailed information background on the myriad of Convention & Visitors Bureau programs and visitor research data can be obtained at www.pinellascvb.com. Respondents are also encouraged to visit the CVB's consumer website www.Floridasbeach.com.

II. SCOPE OF SERVICES:

The successful full-service firm shall serve as the principal advisor for integrated marketing communications to the St. Petersburg/Clearwater Convention and Visitors Bureau (CVB) to promote and encourage prosperous development of St. Petersburg/Clearwater's tourism industry. The programs need range from local and regional to national and international in scope with emphasis on domestic consumer marketing, interactive marketing and co-operative partnerships. The successful firm will work in conjunction with the CVB to develop multi-level, integrated programs to support the CVB's overall mission and goals. They will oversee brand stewardship; strategic planning; identification of key audiences; media planning and placement; development and implementation of co-operative advertising and strategic partnership programs; creative development in all mediums and all forms of collateral; customer relationship management; Pay Per Click (PPC) programs; public relations; promotions; ongoing data analytics; project-based research and oversight and brand integration for interactive services provided by other suppliers such as of Search Engine Optimization (SEO), Search Engine Marketing (SEM), website and VG development. The selected agency will provide integrated marketing communications services for the entire organization. They will also work in close partnership with other key CVB suppliers including but not limited to research, internet and publication providers. See **Appendix A** for a comprehensive list of service needs. Evaluation of the agency will be based on the ability to provide all of these services for the CVB.

III. Provider Requirements

To qualify for consideration as a qualified Proposer, the following minimum qualifications must be met. Respondents must acknowledge in the cover document required with your submission that they meet all the following requirements. The CVB may request proof of such for finalists. The Evaluation Committee may review Agency websites and contact current clients per submitted account list to aid in their evaluation of the agency's ability to meet these requirements.

SECTION E – SCOPE OF WORK

1. The St. Petersburg/Clearwater CVB requires a full-service integrated marketing communications company with extensive tourism experience in various domestic U.S. and some international (i.e. Canada, UK, and Germany) markets. Proposer must have a solid working knowledge of the marketing issues and challenges of the tourism industry. Agency must have strong research-based strategic planning capabilities; demonstrate their ability to create successful branding campaigns and breakthrough creative executions across all possible mediums based on solid marketing strategies; have comprehensive media planning and buying capabilities with an ongoing commitment maximizing all media spending; have documented experience in developing and implementing successful cooperative advertising programs with local, state, national and international partners; have implemented billing practices and procedures per government accounting specifications.
2. Prior to proposal due date for this RFP, agency must be able to demonstrate applicable skills and experience to perform on the contract.
3. Agency must have the ability to perform the functions of a full-service integrated marketing communications firm. **A joint venture proposal to perform these functions is unacceptable.** For the purposes of this RFP, a full-service integrated marketing communications firm is defined as a company that provides ALL the services described herein and in **Appendix A**. Agency must have the following in-house capabilities and have **at least** one full-time, dedicated employee on staff for each of these items:
 - Strategic planning
 - Research
 - Media planning and buying
 - Full-service creative capabilities
 - Interactive strategy and design
 - Customer relationship management specialists
 - Public relations
 - Promotions Marketing and strategic partnerships
 - Accounting (with government billing experience)
4. • Agency must have the economic resources to pay **all** expenses in advance of reimbursement from the CVB and include proof of such payment with invoices sent to the CVB.
- Proposer must provide evidence of financial stability.
- The proposer must document sufficient financial resources necessary to perform all services in the manner outlined associated with this contract.
- Audited or reviewed financial statements are required for the three most recent years of operations. Please also provide the agency's Dun & Bradstreet number and a credit report from that organization.
- Agency must agree to permit complete audits of its records relating to the CVB account by any authorized representative of the CVB or Pinellas County Government at the CVB's/county's discretion.
5. **To ensure agency has size and resources to successfully handle an account the size of the St. Petersburg/Clearwater CVB, the County prefers that the agency have documented minimum billings of \$15 million. The County reserves the right to determine if an agency meets its guidelines for required financial capability.**
6. For complete insurance and indemnification requirements, see **Section C in the RFP**.

SECTION E – SCOPE OF WORK

IV. Operational Requirements

1. Proposer must be willing to assign one account manager dedicated full-time to this account.
2. All media and outside purchases will be at net cost with no markup. Fees and commissions, if any, shall be paid to the County or credited against agency billings.
3. Written estimates must be provided for each billable job and this signed estimate must accompany billing. If changes necessary because of a request by the CVB or for other reasons, new estimates must be provided and signed prior to any execution.
4. Billing per job must include proof of agency payment for outside expenses, copies of all out of pocket expenses incurred, signed estimate and affidavit indicating total number of agency hours incurred.
5. The CVB retains ownership and all rights of use (including by assigns) all marketing and advertising materials generated by agency and paid for by CVB for use in our campaigns. Monthly DVD/CD (high resolution) of all final ad materials to be provided to CVB by 15th of each month.
6. The CVB maintains the right to use any agency-generated materials as it deems necessary and may do so without consent or approval.
7. The CVB requires universal releases for materials unless mutually agreed cost considerations become prohibitive; such as model releases, music, photography, etc. Any restrictions on contracted materials such as photography, talent, models, etc are to be provided to the CVB up front with implications stated. In general, buyouts should be incorporated into the initial production costs.
8. CVB shall have final review and approval of all work conceived, created and or produced for the CVB by the agency.
9. The CVB retains the right to hire/contract/work with other advertising, marketing, promotion or technology agencies/vendors including freelance creative suppliers and international specialists/translators as deemed appropriate to achieve the CVB's needs.
10. The CVB must be advised of all new business solicitations by the selected agency that could be perceived as a conflict of interest.
11. The agency can not represent any Pinellas county collector of the bed tax.

V. Response Format and Organization

1. Proposer shall deliver **one (1) Original clearly marked and six (6)** identical copies of their proposal binder to the location specified in **Section A** on or before the closing date and time for receipt of proposals.
2. All proposals must be on a standard 8½x11 paper.
3. All forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal as outlined below.
4. The written proposal should be organized and indexed in the following format and must contain all listed items in the sequence indicated.
 - a. Cover letter
 - b. Response to Sections 2-4 (subject to the page number limitation as outlined in Section VI.)
 - c. ONE set of the requested financial information (clearly identified) provided in a separate sealed envelope in the back of one binder.
 - d. Addendum acknowledgement forms that can be found in **Section G of the RFP** if any addenda to the RFP are issued.
5. Proposer should carefully note the number of pages limitations for each section. **Exceeding the number of allowable pages may result in the disqualification of the proposal.**
6. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.
7. Only the finalists will be required to submit additional information at the time of their presentation to include:
 - Completed Cost Response Form (See Appendix C)

SECTION E – SCOPE OF WORK

- If so desired, response to CVB's/County's Terms and Conditions as outlined in this document and in **Appendix C** and proposed revised Terms and Conditions for consideration/negotiation (See **Section X. Contract Terms and Conditions** for more detail.)
- Provide five (5) copies and one (1) original 8 ½ x 11" binders or folders with agency name on front containing the finalist information.

VI. PROPOSAL CONTENT

1. Cover letter

The first page of the proposal SHOULD be a **one-page** cover letter that includes the following:

- a. Identify name of proposer
- b. Identify the address of the corporate headquarters and the number and the locations of any branch offices.
- c. Indicate the primary office(s) that would be directly involved in this account and if multiple locations are to be used the functions be provided from each office.
- d. Identify the name, title, email address, telephone number of the person authorized by the proposer to:
 - a. Contractually obligate the organization
 - b. Authorized to negotiate the contract on behalf of the proposer
 - c. Be contacted for clarification
- e. Explicitly indicate proposer meets all requirements outlined in Section III Provider Requirements.
- f. Explicitly indicate proposer agrees with all Operational Requirements per Section IV.
- g. Explicitly indicate your acceptance OR exceptions and revisions to the Contract Agreement included as **Appendix C**.
- h. Acknowledge receipt of any and all amendments to this RFP by submitting form in **Section G of the RFP**.
- i. Be signed by the person authorized to contractually obligate the organization

2. Background and Credentials Specifications

For this section, all proposers should submit the following information. **Response to this section may be no more than a MAXIMUM of FOUR (4) one-sided 8 ½ x 11 pages.** There is no font size restriction however points may be deducted for lack of legibility. Background and credentials information must include:

- a. **Firm Background.** Provide founding date, brief history, overall philosophy and unique benefits/qualifications for this account, attitude toward branding/positioning, names and titles of key management and number of years with the company
- b. **Size and Scope of Firm.** Indicate capitalized current billings and total number of full time employees. Indicated services offered and the number of full-time employees by service department (account planning/management, research, creative, accounting, etc.)
- c. **Staff Assignments.** Provide current biographies of those planned to be **assigned as CORE members of the team for this account** and identify the role of each and length of agency tenure. (We realize the agency will have more personal and depth than is outlined in this response and may tap additional resources to accomplish the tasks at hand. Bios should be limited to the CORE team members.)
- d. **Current Relevant Clients.** List by name, actual or capitalized billing size, services provided, areas of service (local, regional, national, international), nature of assignment (single assignment, full service, consultant, project work, etc.), length of relationship, plus provide client contact information.

SECTION E – SCOPE OF WORK

- e. **Other Key Clients.** For other **KEY** agency clients not included considered directly relevant, provide a list the names of these companies and brief description of type of business or division/product handled if not clear by name.
- f. **Billings**—billings overview for 2003, 2004, 2005, 2006, 2007. Indicate percentage of overall billings represented by media and provide a breakdown of media billings by media category. Indicate where the CVB account would fit in the agency's portfolio in terms of smallest to largest accounts based on the budget offered in the RFP.

3. Success Stories

For this section, all proposers should submit the following information. **Response to this section may be no more than a MAXIMUM of THREE (3) one-sided 8 ½ x 11 pages.** There is no font size restriction however points may be deducted for lack of legibility. Background and credentials information must include:

- a. Provide your strongest case history(ies) of work done since 2003. Include objectives and third-party metrics of success. Include creative work samples if desired.
- b. Include one case history for crisis communication outlining the situation, objectives and third-party success metrics. If you do not include a crisis communication case history, please indicate if you do not have successful experience in this category or why you didn't choose to submit one.

4. Demonstration of Strategic Thinking and Creative Approach

For this section, all proposers should answer the following questions in an interesting, compelling manner using copy, images, typography or any other demonstrative means you choose to express your responses creatively within the space constraints indicated. **Response to this section may be no more than a MAXIMUM of TWO (2) one-sided 8 ½ x 11 pages.** There is no font size restriction however points may be deducted for lack of legibility.

- a. What differentiates St. Petersburg/Clearwater from other warm weather beach destinations?
- b. What are the consumer outcomes (benefits/ends) of the St. Petersburg/Clearwater vacation?
- c. What is your recommended brand positioning platform against which all CVB marketing and communications efforts can be measured to ensure it is on target and reinforcing the brand?
- d. How do you creatively express this brand platform?
- e. How do you verify it?
- f. What big idea would advance the brand communications?
- g. How does this help further the CVB's business goals?

SECTION E – SCOPE OF WORK

VII. EVALUATION—WRITTEN SUBMISSION

- All parts of the written submission phase have a collective maximum score of 1,000 broken down as follows:

Section 1- 2-3,

Agency Background/expertise	100
Financial Compliance	50
Relevancy	100
Case Histories	<u>200</u>
	450 Points

Section 4.

Strategic Thinking/Creative Approach	<u>550 Points</u>
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TOTAL MAXIMUM SCORE: 1,000 Points

- After evaluation of a **maximum of 10 pages**
 - ONE- page cover letter**
 - FOUR-page response for Section 2.a-f**
 - THREE page response to Section 3.a-b**
 - TWO-page response to Section 4. a-g**

The evaluation committee will award up to 1,000 total points based on the evaluation criteria contained within:

- Pertinence to the St. Petersburg/Clearwater CVB assignment
- Type, relevance, quality and results of current and active branding and marketing assignments
- Agency resources available for St. Petersburg/Clearwater CVB
- Agency requirements, philosophy, attitude and approach and perceived fit for St. Petersburg/Clearwater CVB
- Creative and stand-out qualities in the presentation of the requested information within the constraints imposed
- How creative, clear, complete, compelling and concise is the response
- The respondent pool will be reduced to the top scoring firms (number and score to be determined at discretion of Evaluation Committee). These firms will be considered **finalists** and will be required to present their detailed proposals to the Evaluation Committee in person.

VIII. FINALS

- A maximum of 4 persons from each finalist firm will be given up to 90 total minutes (up to 60 minutes for agency presentation; up to 30 minutes for evaluation committee questions.) Additional agency staff can be onsite to provide technical assistance to presenters, but they may not participate.
- Persons presenting must be proposed as an active member of the St. Petersburg/Clearwater CVB agency team, excluding the President/CEO.
- Purpose of oral presentation is for agency team to bring their two-page response to **Section 4 a-f Strategic Thinking/Creative Approach** to life for the Evaluation Committee. Specifically, presentation will include agency's thoughts and recommendations on :
 - What differentiates St. Petersburg/Clearwater from other warm weather beach destinations?
 - What are the consumer outcomes (benefits/ends) of the St. Petersburg/Clearwater vacation?
 - What is your recommended brand positioning platform against which all CVB marketing and communications efforts can be measured to ensure it is on target and reinforcing the brand?
 - How do you creatively express this brand platform?
 - How do you verify it?
 - What big idea would advance the brand communications?
 - How does this help further the CVB's business goals?
 - Other
- Two meeting rooms will be used to enable each agency to have a **maximum of ONE** hour in-room set-up time prior to the start of the assigned start time for each finalist. TV monitor and power point projector will be only equipment provided in the meeting rooms.

SECTION E – SCOPE OF WORK

IX. EVALUATION—FINAL

- The score from the final presentation will be added to the written evaluation score for a **total maximum score of 2,000.**
- All parts of the final presentation have a collective maximum score of 1,000 broken down as follows:
 - Direct seven-question assignment in **Section 4 a-g** 800 Points

1. Differentiators	100 Points
2. Consumer outcomes	100 Points
3. Brand positioning platform	200 Points
4. Brand platform creative expression	200 Points
5. How to verify	50 Points
6. Big Idea	100 Points
7. How to further CVB's business goals	50 Points
 - Overall quality of thinking and perceived "fit" 150 Points
 - Agency Cost 50 Points

TOTAL MAXIMUM FINALIST SECTION SCORE: 1,000 Points

- Final presentation will be scored based on the thoroughness and soundness of the strategic thinking; level of innovation and compelling creative thinking; ability to meet CVB's goals.
- All proposals will be reviewed for compliance with mandatory requirements stated within the RFP. Additional documentation may be requested by Evaluation Committee from Finalists to confirm meeting stated requirements. The documentation will serve only to clarify proposal data, but at no time should this information change the terms of the proposal submitted. The Evaluation Committee may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFP
- If selected as a finalist, respondents must complete the COST RESPONSE FORM included in the RFP in **Appendix B**. On this form, respondents must indicate the SINGLE hourly rate to be charged for work performed regardless of the level of the person performing the work or how the rate is charged
- (fee, job-specific, etc.) The cost portion will be evaluated and points awarded based on the following formula:

$$\frac{\text{Lowest Finalist Hourly Rate}}{\text{This finalist Proposed Hourly Rate}} \times 50 = \text{Award Points}$$

This finalist Proposed Hourly Rate

X. Contract Terms and Conditions

The contract between the County and the agency will contain the terms and conditions set forth in **Appendix C**. The CVB reserves the right to negotiate with the successful Proposer provisions in addition to those or different than contained in this RFP or in **Appendix C**. The contents of this RFP, as revised or/supplemented and the successful Proposer's proposal will be incorporated into and become part of the contract. Should a Proposer take exception to any of the County's terms and conditions, as contained in this RFP or in **Appendix C**, the Proposer must propose specific alternative language, at the time of submission of the RFP (see Page 2, Item1). Any additional terms and conditions, which may be subject of negotiation and may or may not be accepted, will be discussed only between CVB and selected agency and shall not be deemed an opportunity for anyone to amend any proposals.

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS
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Proposal Title: ADVERTISING & PROMOTIONAL SERVICES
Proposal Number: 078-0289-P (AM)

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and Six copies.

 Vendor Name

Proper Corporate Identity is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see www.sunbiz.org website for this division. It is essential for you to fill out the W9 on the next page and return it with your proposal. Thank you.

 Address

 City, State, Zip

 Telephone

 Fax

 Federal Employee ID No. (FEIN)

 Account Representative Email Address

 Company Email Address (for Electronic Solicitation Notifications)

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

AUTHORIZED SIGNATURE: _____

NAME & TITLE (print): _____

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE (Remit to Information needed)	
TAXPAYER ID & CERTIFICATION W9	

W-9

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Proposal Title: ADVERTISING & PROMOTIONAL SERVICES
Proposal Number: 078-0289-P (AM)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDUM NO.**SIGNATURE/PRINTED NAME****DATE RECEIVED**

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase, listed under category 'Bid Schedule'.

SECTION H – NO BID STATEMENT

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. ***Thank you.***

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a proposal for RFP No. **078-0289-P (AM) for ADVERTISING & PROMOTIONAL SERVICES**

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
_____ Insufficient time to respond to the Request for Proposal.
_____ We do not offer this product or service.
_____ Our schedule would not permit us to perform.
_____ Unable to meet specifications.
_____ Unable to meet Bond requirement.
_____ Specifications unclear (explain below).
_____ Unable to Meet Insurance Requirements.
_____ Remove Us from Your "Notification List" Altogether
_____ Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

APPENDIX TABLE CONTENTS

Appendix A— Scope of Services
Appendix B—Cost Response Form
Appendix C—Sample Agreement

APPENDIX A

AGENCY RESPONSIBILITIES

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.
- Development of creative strategies, and creation and production of all meeting planner and incentive advertising/marketing/sales support programs with consideration given to professional associations, public relations and promotions
- Development of creative strategies, and creation and production of 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
- Meetings – attending internal meetings on marketing programs, weekly dept. head meeting, meetings with partners, etc.
- Presentations – assisting with development of presentations regarding marketing programs, giving presentations as appropriate, providing content and electronic materials to incorporate into presentations
- Budgeting – providing input and ongoing tracking of the marketing budget, developing program budgets, ensuring agency budgets remain in sync with CVB budgets, budget status reports
- Daily Account Service – ongoing communication, development of conference reports, status reports, contributing to program summaries, trafficking of materials between CVB and appropriate agency depts., presentation of creative, other reporting as necessary interfacing with all other areas of the agency on CVB's behalf, analysis of campaign inquiries/fulfillment
- Service of all CVB Departments – includes Consumer Marketing, Convention Sales, Travel Industry Marketing, Public Relations, Sports and Film
- Interfacing with Publications and Interactive Services vendors to ensure deadlines on print and Web projects are met
- Identify best practices with other departments or other clients and share those throughout the organization to maximize efficiency
- Assist in developing methodology for measuring impact and success of all marketing/advertising programs, and provide analysis of such measurement.
- Develop, provide sales support information/material, and implement an extensive cooperative advertising program for both the meeting planning and leisure consumer audiences, including management of production and media placement.
- Develop and implement advertising/marketing programs for strategic alliance partners, and for other private sector alliances
- Assist in development and creation of presentations to partners, community or other groups
- Notify the CVB of all new business solicitations by the agency that could be perceived as a conflict of interest with growing tourism to Pinellas County.

Creative

- All creative executions of print, collateral, broadcast, online, other alternative media, etc.
- Presentation of creative where appropriate (new concepts, ideas, etc.)
- Pre-press production art (preparing disks for printing, materials, etc.)
- Creating renderings/comps for external and internal review of advertising/promotions/partnership/PR opportunities
- Pre-press production art (preparing disks for printing, materials, etc.) per CVB specifications

Media

- Managing all media inquiries from media reps
- Development of methodology for identifying appropriate target audiences (consumer and B-to-B) and choosing media that best reaches each target group
- Execution of all domestic, Canadian, Central European, and German media buys (TV, radio, print, online, etc.) including development, placement and coordination of media plans including negotiation of added value elements and promotions (other int'l markets TBD)
- Identifying and evaluating new media opportunities

APPENDIX A (CONTINUED)

- Creating 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 all trafficking of film/materials to media outlets, printers (print, broadcast, Web, etc.)
- Providing dubs of broadcast materials
- Provide disks of finished material to CVB including PDF files, JPEGs, raw files, etc.,
- Preparing advertising materials for presentation purposes (mounting, scanning, etc.)

Interactive

- Provide assistance and/or input on CVB's consumer Website, as well as all other CVB Websites
- Purchasing of internet media as requested
- Identifications and negotiation of Internet partnerships
- Evaluate approaches to add relevant content or improve site visitation
- Assist in strategy and marketing of consumer Website including development of online advertising creative and social networking opportunities

Direct Marketing

- Provide advice/input and develop concepts for direct marketing programs
- Analysis of consumer and in-house meeting planner databases
- Assist in the analysis, selection and purchase of mailing lists for use in meetings direct mail campaigns
- Implementation of creative/production on direct marketing elements

Public Relations/Promotions/Partnerships

- Development of media relations programs and collateral support to complement marketing programs
- Interaction with CVB's Promotions Dept. on various programs
- Idea generation and coordination of both promotions and partnerships as they relate to agency clients or other potential relationships
- Development of community relations support programs
- Involvement in the crisis communications plan, including assistance if the agency has locations or affiliates outside of St. Petersburg/Clearwater area

Travel Industry Marketing

- Liaise with Leisure Travel Department in development of collateral material designed specifically for the travel professional (tour operators, wholesalers and travel agents.) Material includes, but is not limited to: poster designs, promotional items, direct mail pieces, e-newsletter templates, and event invitations
- Liaise with Leisure Travel Department to create appropriate ad material for select trade publications
- 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, Germany) and trends as they pertain to the same trade aspect of the leisure business

Meeting, Convention, Incentive and Trade Show Marketing

- Assist in developing branding strategies
- Identify new value-added marketing opportunities that can extend the reach of meetings marketing, but can be financially supported by members funding.
- Develop inquiry-driving advertising and marketing programs that generate net incremental leads for meetings
- Assist in development of CVB meetings marketing initiatives, trade show and sales mission mailings, joint satellite office initiatives, targeted newsletters, and meeting or incentive planner guides and brochures

APPENDIX A (CONTINUED)

Research

- Interfacing 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 tradeshow and meetings
- Working with Research Dept. to evaluate effectiveness of creative and advertising programs via appropriate audience segment input

APPENDIX B

Finalist _____ submits the following firm, fixed SINGLE hourly rate to be charged for work performed regardless of the level of the person performing the work or how the rate is charged (fee, job-specific, etc.)

Hourly Rate: \$ _____

Finalist Agency Name: _____

Signed By: _____
Name/Title

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2008, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", represented by its Board of County Commissioners, and _____, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for ADVERTISING & PROMOTIONAL SERVICES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 078-0289-P (hereinafter Request for Proposal or RFP), County has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

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

1. Services to be Performed. The Contractor hereby agrees to provide the County with ADVERTISING & PROMOTIONAL SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence October 1, 2008 and continue for a period of THIRTY-SIX (36) months, unless canceled or terminated as provided herein. This Contract may be renewed, by written agreement of the parties, for TWO (2) additional TWELVE (12) month period(s) after the initial contract period. This option shall be exercised only if all discounts/prices, terms and conditions remain the same, and approval is granted by the County Administrator or Director of Purchasing.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. 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 right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the County awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. Pinellas County reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

7. . Compensation. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Request for Proposal. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

8. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this contract.

9. Audit. The Contractor shall retain all records relating to this contract 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, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2-176(j).

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The 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 and shall be grounds for immediate termination of the Contract, at the discretion of Pinellas County.

14. 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.

15. Documents Comprising Contract. The Contract shall include this Agreement for ADVERTISING & PROMOTIONAL SERVICES, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Request for Proposal and all of its addenda and attachments issued on _____, 2008;
- b. Contractor's Certificate of Insurance required under Section C of the Request for Proposal;
- c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for ADVERTISING & PROMOTIONAL SERVICES pursuant to RFP No. 078-0289-P as of the day and year first written above.

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

Chairman

ATTEST:
KEN BURKE, CLERK OF THE CIRCUIT
COURT

By: _____
Deputy Clerk

CONTRACTOR

President (Signature)

President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:



Office of the County Attorney

**BOARD OF COUNTY
COMMISSIONERS**

ROBERT B. STEWART - CHAIRMAN
CALVIN D. HARRIS - VICE CHAIRMAN
RONNIE DUNCAN
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

March 31, 2008

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: **ADVERTISING & PROMOTIONAL SERVICES**

PROPOSAL NUMBER 078-0289-P (AM)

PROPOSAL SUBMITTAL DUE: APRIL 22, 2008 @ 3:00PM

ADDENDUM NO. 1

Following are additional information, clarifications to question received relative to referenced Request for Proposal (RFP):

QUESTION 1:

Is it possible to get an electronic copy of the RFP?

ANSWER 1:

Yes. A Word copy of the RFP can be accessed on the Purchasing Department's website at: www.pinellascounty.org/purchase Click on "Current Bids" and Scroll down to the RFP which is listed in alphabetical order by the RFP's title. Proposers are reminded of the following clause in Section A, page 8, Item 31 of the RFP that states as follow:

31. **INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



**BOARD OF COUNTY
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Joseph Lauro, CPPO/CPPB
Director

PAGE 2- CONTINUED

QUESTION 2:

Are creative work samples included within the page restrictions for each question (example 3. a.) or can they be in addition to the allocated pages?

ANSWER 2:

Creative samples are included in the paper restrictions.

QUESTION 3:

Is it possible to get a copy of the previous contract and RFP response for the company that was awarded this contract, and what was the amount of the winning bid?

ANSWER 3:

Attached is a copy of the current Agreement with an Amendment later issued to clarify existing terms, conditions and pricing issues. The amount of the winning bid was negotiated and amended to 13.5% of the actual cost of the promotion and advertisement placed by the Contractor. The annual budget of the contract was \$4,459,688.00 for 2004 the year of the contract award.

A copy of the winning RFP response may be obtained/picked up from the Purchasing Department upon request at a cost of \$0.15 per page. There are 156 pages in the RFP response. Checks should be made payable to the Pinellas County Board of County Commissioners. The requestor should provide billing information for shipping cost, if applicable.

QUESTION 4:

Agency criteria:

How many agencies received the RFP? How were they selected (category experience, familiarity with Florida, etc.)?

ANSWER 4:

A list of agencies was obtained from the State and Proposals packages were mailed out to 48 prospective proposers. The County has also received queries expressing interest in the RFP from other agencies that have obtained notification of the RFP from other website providers. Additionally, the RFP has been posted on the County's website. The RFP is open to all agencies who can meet the requirements listed in the RFP.

QUESTION 5:

Selection process:

How many agencies will be asked to make presentations? And, how much time will there be from when we're notified and when we present?

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Joseph Lauro, CPPO/CPPB
Director

PAGE 3- CONTINUED

ANSWER 5:

Please refer to page 22 of the RFP, Section E, Item VII as it refers to "Evaluation Criteria" which states the following:

- The respondent pool will be reduced to the top scoring firms (number and score to be determined at discretion of Evaluation Committee). These firms will be considered **finalists** and will be required to **present** their detailed proposals to the Evaluation Committee in person.

The County will make all efforts to provide timely notification of a selection to the finalist and date of their presentation.

QUESTION 6:

One page 1 there is a form that needs filled out. A similar form to fill out is page 24. Both have a box that says "checklist for forms" and the first item in the check list is COPY OF COMPANY INVOICE (Remit to information needed). My questions is what does this mean and what do you want supplied?

ANSWER 6:

Proposers are asked to submit in a copy of their company's invoice as sample of the one that will be submitted to the County to bill for services provided should they be the successful proposer.

QUESTION 7:

In Appendix A—Agency Responsibilities— robust Public Relations services are outlined. Also in section II on page 17 in the scope of services, PR is listed. I was under the impression the bureau had a PR firm and a different marketing firm. Are these two now being merged and is full-service PR part of the scope of services to be awarded to the successful proposer?

ANSWER 7:

The bureau does have a separate contract for public relations; therefore we are not looking for the advertising agency to provide "day to day" services. However, evaluation of the proposer will be based on its ability to provide required services to include public relations ((see Page 16, Item II, as it refers to "Scope of Services", last sentence in the RP). It would then be beneficial for the agency to have a public relations department for occasional consultation and /or extra help when needed (for example a hurricane situation) as this requirement will be scored during the RFP evaluation phase.

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Joseph Lauro, CPPO/CPPB
Director

PAGE 4- CONTINUED

QUESTION 8:

On page 21 under 2. F. you ask us to indicate where the CVB account would fit in the agency's portfolio in terms of smallest to largest based on the budget offered in the RFP. Forgive me if I missed it, but I could not find a budget outlined in the entire document.

ANSWER 8:

The current budget is 9.6 million dollars and is based on bed tax collections, therefore the next few years the budget may be in the nine to eleven million dollar range.

Please remember to acknowledge receipt of this Addendum in Section G, page 26 as Addendum No.1 and return with the completed proposal package.

Sincerely,


Joseph Lauro, CPPO/CPPB
Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of November, 2004, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", represented by its Board of County Commissioners, and YESAWICH, PEPPERDINE, BEAN & RUSSELL hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for ADVERTISING AND PROMOTIONAL SERVICES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 034-573-P (hereinafter Request for Proposal or RFP), County has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

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

1. Services to be Performed. The Contractor hereby agrees to provide the County with ADVERTISING AND PROMOTIONAL SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.

3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a period of TWENTY-FOUR (24) months, unless canceled or terminated as provided herein. This Contract may be renewed, by written agreement of the parties, for TWO (2) additional TWELVE (12) month period(s) after the initial contract period. This option shall be exercised only if all discounts/prices, terms and conditions remain the same, and approval is granted by the County Administrator.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. 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 right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the County awarding a proposal to a proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. Pinellas County reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

7. Compensation. As compensation for the Contractor providing services to the County as described herein, the County shall pay the Contractor in arrears, based on the submission of invoices for work done. All payments shall be made in accordance with the Florida Prompt Payment Act, Fla. Stat. § 218.70, et. seq. Contractor will be paid 13.5% fee, based on CVB FY05 budget of \$4,459,688.

8. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this contract.

9. Audit. The Contractor shall retain all records relating to this contract 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, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section D of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The 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 and shall be grounds for immediate termination of the Contract, at the discretion of Pinellas County.

14. 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.

15. Documents Comprising Contract. The Contract shall include this Agreement for ADVERTISING AND PROMOTIONAL SERVICES, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Request for Proposal and all of its addenda and attachments issued on 5/14, 6/29, 2004;
- b. Contractor's Certificate of Insurance required under Section D of the Request for Proposal;
- c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for ADVERTISING
AND PROMOTIONAL SERVICES pursuant to RFP No. 034-573-P as of the day and year first written
above.

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

Susan Gattula
Chairperson

ATTEST:
KARLEEN F. DeBLAKER

By: Linda A. Reed
Deputy Clerk

APPROVED AS TO FORM
SUBJECT TO PROPER EXECUTION:

Michelle Wallace
Office of the County Attorney

APPROVED AS TO FORM:

Michelle Wallace
Office of the County Attorney

CONTRACTOR

Peter C. Yesniewich
President (Signature)

PETER C. YESNIEWICH
President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

HUGH D. McCONNELL
EVP / CFO

AMENDMENT TO AGREEMENT
BETWEEN YESAWICH, PEPPERDINE, BROWN &
RUSSELL, LLP AND PINELLAS COUNTY

THIS AMENDMENT TO AGREEMENT dated as of the 11 day of Oct. 2005, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and YESAWICH, PEPPERDINE, BROWN & RUSSELL, LLP, a Florida Limited Liability Partnership, hereinafter referred to as "YPB&R."

W I T N E S S E T H :

WHEREAS, the COUNTY and YPB&R previously entered into an Agreement for tourism advertising and promotion services on November 16, 2004, (the "Agreement"); and

WHEREAS, the parties desire to amend paragraphs 3 and 7 of the Agreement as provided herein.

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

1. Paragraph 3 of the Agreement is hereby amended to provide as follows:

3. Term of Agreement/Renewal. Services performed pursuant to this Contract shall commence upon the execution of the Agreement and continue through September 30, 2006, unless cancelled or terminated as provided herein. Thereafter, conditioned upon the price and terms remaining the same, the term of this Contract may be extended by mutual agreement of the parties for up to two (2) additional twelve (12) month periods commencing on October 1 and ending on September 30 of the extension period, to be evidenced by a written agreement signed by the Contractor and the County Administrator on behalf of the County.

2. Paragraph 7 of the Agreement is hereby amended to provide as follows:

7. Compensation. As compensation for the Contractor providing services to the County as provided herein, the County shall pay to the Contractor, in arrears, a sum equal to 13.5% of the cost of the promotion and advertising placed by the Contractor, based upon the submission of not more than monthly invoices that state, at a minimum, the actual cost of the promotion and advertising expenses and the Contractor's fee. For the contract period ending on September 30, 2005, the compensation paid to date shall be adjusted so that the total compensation paid for this period shall be equal to 13.5% of the actual cost of the promotion and advertising placed by the Contractor from the commencement date of the Contract through September 30, 2005. For the budget year commencing on October 1, 2005 and ending on September 30, 2006, the total fee shall equal 13.5% of the cost of the promotion and advertising placed by the Contractor, unless authorized by written contract amendment approved by the County and the Contractor. For any extension periods as may be authorized in paragraph 3 herein, the compensation shall be as set out in the written agreement extending the term. All payments shall be made in accordance with Section 218.70, et. seq, Florida Statutes, "The Florida Prompt Payment Act."

3. This Amendment shall take effect on the execution hereof by the County and shall apply to all services provided by the Contractor as set out in this amendment.

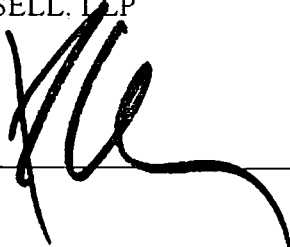
4. Except as provided herein, all other terms, provisions and covenants of the Agreement shall remain in full force and effect.

<SIGNATURE PAGE FOLLOWS>

IN WITNESS WHEREOF the parties herein have executed this INTERLOCAL
effective as of the day and year noted above.

YESAWICH, PEPPERDINE. BROWN
and RUSSELL, LLP

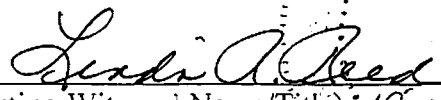
By: _____



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


John Morroni, Chairman

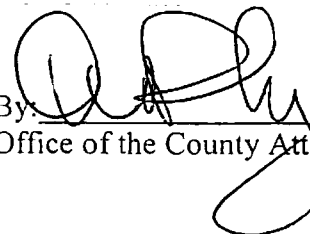
ATTEST:
KEN BURKE, CLERK OF COURT

By: 
(Attesting Witness' Name/Title): *Dep. Clk.*

APPROVED AS TO FORM
SUBJECT TO PROPER EXECUTION:

By: 
Office of the County Attorney

APPROVED AS TO FORM:

By: 
Office of the County Attorney

**BOARD OF COUNTY
COMMISSIONERS**

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RONNIE DUNCAN
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KAREN WILLIAMS SEEL
KENNETH T. WELCH



April 2, 2008

TO: ALL INTERESTED PROPOSERS
REQUEST FOR PROPOSAL: **ADVERTISING & PROMOTIONAL SERVICES**

PROPOSAL NUMBER 078-0289-P (AM)

PROPOSAL SUBMITTAL DUE: APRIL 22, 2008 @ 3:00PM

ADDENDUM NO. 2

Following are additional information, clarifications to questions received relative to referenced Request for Proposal (RFP):

Notice is given that the Agreement currently attached to the referenced RFP is hereby deleted. Please refer to the following information in Section A, Page 7, Item 29 as it relates to the Agreement that will apply to the referenced RFP.

29. SERVICES AGREEMENT:

A final agreement containing pertinent clauses relative to the required services will be prepared by the County, and required to be signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

Please remember to acknowledge receipt of this Addendum in Section G, page 26 as Addendum No.2 and return with the completed proposal package.

Sincerely,


Joseph Lauro, CPPO/CPPB
Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



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Joseph Lauro, CPPO/CPPB
Director

April 14, 2008

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: **ADVERTISING & PROMOTIONAL SERVICES**

PROPOSAL NUMBER **078-0289-P (AM)**

PROPOSAL SUBMITTAL DUE: APRIL 22, 2008 @ 3:00PM

ADDENDUM NO. 3

Following are additional information, clarifications to question received relative to referenced Request for Proposal (RFP):

Note: This is the final Addendum issued for the referenced RFP.

QUESTION 1:

Does addendum #2 mean that the requirement under page 21, Proposal Content, 1. Cover Letter, g. no longer apply?

ANSWER 1:

The requirement no longer applies.

QUESTION 2:

For section E, question 3- success stories, can we submit a DVD reel to support the case studies?

ANSWER 2:

No.

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Director

PAGE 2- CONTINUED

QUESTION 3:

If we put a creative reel on one of the pages, is that acceptable? It does not increase the number of pages, but it does require viewing of the reel."

ANSWER 3:

No, that is not acceptable.

QUESTION 4:

In section E, question 4, please define "express your responses creatively." Is it your expectation that this "expression" should include the development of creative concepts for advertising and other applications? If so, do these creative concepts need to be communicated within the ten (10) page maximum submission or can they be attached as an appendix? Also, does this question refer exclusively to visual creative applications or does it imply the need to outline a creative *media strategy* as well?

ANSWER 4:

It is the proposer's decision as to what to include in their response to the requirements of the RFP.

QUESTION 5:

Ypartnership currently handles public relations for Sandpearl, a condominium resort based in Clearwater Beach. Would this relationship be considered a conflict of interest? The Sandpearl contract expires on December 31, 2008. Would Ypartnership be permitted to fulfill the term of this contract through completion?

ANSWER 5:

There is no problem here.

QUESTION 6:

Will the CVB require public relations support outside the U.S. and, if so, in which geographic markets?

ANSWER 6:

As stated in Addendum No. 1 there will be limited PR requirements. No, there will not be need for assistance in PR for the international markets.

QUESTION 7:

For the oral presentation, is it your intention to exclude only the senior executive from the agency, or *both* the President and CEO if they are two different people?

ANSWER 7:

Both, if they are two different people.

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Joseph Lauro, CPPO/CPPB
Director

PAGE 3- CONTINUED

QUESTION 8:

Who makes up the "evaluation committee" referenced in Section VII?

ANSWER 8:

The Evaluation Committee will be made up of TDC and County staff.

QUESTION 9:

Should we make the Finals, the RFP requests a "single hourly rate to be charged for work performed regardless of level of person performing the work or how the rate is charged." How will the agreement calculate the total agency compensation? Typically, creative projects are billed hourly. But, account management and media employees are billed on a fee basis. Is the intent to bill all employees on a project basis or will the calculation assume some agreed upon annual hours allocation for full time equivalent personnel?

ANSWER 9:

This average hourly rate is just a means of comparison; the contract may be based on a fee and hourly combination.

QUESTION 10:

Who will agency report to?

ANSWER 10:

DT Minich Executive Director of the CVB.

QUESTION 11:

How long has current agency held contract?

ANSWER 11:

Since 2004.

QUESTION 12:

Have you ever hired an agency headquartered outside Florida?

ANSWER 12:

No record of this available.

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Joseph Lauro, CPPO/CPPB
Director

PAGE 4- CONTINUED

QUESTION 13:

Has it been standard practice that the county releases RFP's for tourism rather than the CVB?

ANSWER 13:

Yes.

QUESTION 14:

How were PRIZM clusters determined? How is this data primarily used? Are all the Core Target Segments listed used in every DMA or does each market have a unique set? Who are the top segments for each DMA listed at the top of page 16?

ANSWER 14:

The core segments cross over all key DMA and are the top in all areas.

QUESTION 15:

Do you have Target Segments similar to PRIZM for European visitors?

ANSWER 15:

No.

QUESTION 16:

What was your '07 media advertising budget? How was it divided per target audience? By medium?

ANSWER 16:

Media Budget was \$8,415,000, breakdown: \$1.5 Million on line, \$2.268 Million TV/radio, \$1.2 Million newspaper, \$1.5 million magazine, \$750K partnership advertising, \$260K air partnerships, \$937K International.

QUESTION 17:

What was your '07 public relations budget? How was it divided by target?

ANSWER 17:

Currently there is no PR budget with the agency.

QUESTION 18:

What is the current cost per inquiry?

ANSWER 18:

It varies.

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Director

PAGE 5- CONTINUED

QUESTION 19:

Are agencies expected to provide original spec creative or solely relevant past creative examples in response to the RFP?

ANSWER 19:

See Scope of Work Section E, Items III and IV.

QUESTION 20:

What was the total number of overnight visitors in '07? First time visitors in '07? Repeat visitors in '07?

ANSWER 20:

Please visit: www.pinellascvb.com for statistics.

QUESTION 21:

Can supplemental support materials be included in an appendix if necessary?

ANSWER 21:

No.

QUESTION 22:

How did you decide on the staffing plan of 9 full time professionals, rather than staffing based on accomplishing a certain body of work? Different people doing the same job often have very different levels of productivity based on experience and talent and metabolism. Where do these staffers have to be located?

ANSWER 22:

The RFP is simply stating that it is required to have at least one (1) full time employee in each of the nine (9) areas.

QUESTION 23:

Are we, the proposer, required to submit a compensation proposal within the RFP that (1) details how we charge for our work, i.e., hourly rates by function, and/or, (2) a total annual compensation cost (fees) we would charge year 1 if awarded the contract based on the estimated \$9 million annual budget?

ANSWER 23:

No, we are looking for an average hourly rate for comparison only. See Appendix B.

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Joseph Lauro, CPPO/CPPB
Director

PAGE 6- CONTINUED

QUESTION 24:

Can we create a unique cover design for the proposal binder?

ANSWER 24:

It is the proposer's responsibility to interpret the challenges of the RFP and respond accordingly.

QUESTION 25:

Why is the County going through this process and what do you hope to accomplish?

ANSWER 25:

The Contract with the current vendor is going to expire.

QUESTION 26:

What is the primary problem/challenge to tourism growth facing Pinellas County?

ANSWER 26:

Lack of new hotel product and perception that the area is a retirement community.

QUESTION 27:

We would love to take part, as we've had some good experience working in the destination/hospitality space; unfortunately we don't satisfy the minimum billings requirement.

ANSWER 27:

The county attorney's office has indicated that future contracts will be on a reimbursable basis; therefore it was felt that the minimum billing would be required.

Please remember to acknowledge receipt of this Addendum in Section G, page 26 as Addendum No.3 and return with the completed proposal package.

Sincerely,

Joseph Lauro, CPPO/CPPB
Director of Purchasing

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