

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2020 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Destination Analysts, Inc., (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to 190-0123-P(JJ) (“RFP”) for Development and Implementation of Integrated Destination Marketing Research Studies services; and

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

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

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

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

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

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Scope of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Conditions Precedent. This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services as defined and included in scope of work (Exhibit A) attached hereto. All Services shall be performed to the satisfaction of the County and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Scope of Work without approval from CVB Director or Designee.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that may or may not be specifically described in the Scope/Scope of Work attached hereto as Exhibit A, but are related to the Services in Exhibit A, hereafter Additional Services, in which event Contractor shall perform Additional Services, if any, as may be agreed upon by the parties hereto. Contractor shall commence performing any applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope any Services set forth in Exhibit A upon written notification to the Contractor by the County. As a result, the County will not owe Contractor compensation for any such de-scoped services.

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

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on the Effective Date, and shall remain in full force and for Five (5) years, or termination of the Agreement, whichever occurs first.

B. Term Extension:

The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 4.A.

5. Compensation and Method of Payment.

A. Services Fee. The County shall pay the Contractor the Service Fees for the Visitor Profile Studies and Analysis and for the Website ROI Annual Study at the rates set forth in Exhibit C attached hereto pursuant to the terms and conditions of this Agreement. The County shall pay Contractor in monthly installments at the monthly rates identified in Exhibit C for Visitor Profile Studies and Analysis and for Website return on investment (ROI) Annual Study. In no event will the Services Fee paid to the Contractor herein exceed the not-to-exceed sums set out in subsections 5.D. below, unless the Parties agree to increase that sum by written amendment as authorized in Section 21 of this Agreement. The Services Fee rates identified in Exhibit C include all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

B. Additional Services. In addition to the Services specified in Section 5.A. above, the County may require the Contractor to perform Additional Services as defined in Section 3.C. above. Compensation for Additional Services, if any, as defined herein, shall be paid on a project-by-project basis upon submittal of a work estimate and receipt of written approval as provided herein.

C. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

D. Total Compensation. In no event shall the total compensation to the Contractor for any and all services provided per Sections 5.A. and 5.B. exceed the total sum of up to \$2,750,000.00.(CVB's Budget for Services).

E. Payments. Contractor shall submit invoices for payments due as provided herein with such documentation as required by County. Invoices shall be submitted to the County in accordance with Exhibit D attached hereto. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall be duly qualified to perform the services set forth in this Agreement.

B. Approval and Replacement of Personnel. The County, after review of Contractor's personnel qualifications, shall have the right to approve or disapprove of any Contractor Personnel assigned to provide the Services to the County, which approval shall not be unreasonably withheld. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any changes to the Contractor Personnel assigned and approved by County to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such removal or replacement. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with the knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor materially breaches or fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as -provided ----herein, - - the County may terminate this Agreement in whole or in part, – effective upon providing - Contractor written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision and may pursue such remedies at law or in equity as may be available to the Contractor.

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

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party’s cure period allowed in the Agreement.

9. Confidential Information and Public Records.

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

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

C. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

10. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. Compliance with Laws.

Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

12. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

13. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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

15. Acceptance of Services. For all Services deliverables that require County acceptance as provided in the Scope of Work, the County, through the CVB Director or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Destination Analysts, Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Subcontracting/Assignment.

A. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. **Assignment.** (Select appropriate box.)

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

17. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

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

For County:

Attn: President and CEO
Visit St. Pete Clearwater
8200 Bryan Dairy Rd., Suite 200
Largo, FL 33777

For Contractor:

Attn: Erin Francis-Cummings
Destination Analysts, Inc.
1304 Lombard Street #8
San Francisco, CA 94109

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756

19. Conflict of Interest.

A. The Contractor 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 of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including data, studies, reports, assessments, surveys, cost estimates, modeling and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be owned County property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

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

22. 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.

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

24. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

25. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

26. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

27. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

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

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

Destination Analysts, Inc.

Name of Firm

By: *Erin Francis-Cummings*

Signature

Erin Francis-Cummings

Print Name

President & CEO

Title

By

ATTEST:
Ken Burke,
Clerk of the Circuit Court

By: _____

Deputy Clerk

APPROVED AS TO FORM

Approved as to

By: *Jacina Haston at 11:36 am, Nov 06, 2020*

Office of the
Office of the County Attorney

EXHIBIT A

SCOPE OF WORK

This Statement of Work enumerates and defines the work and research services that Destination Analysts will provide to VSPC and Pinellas County to complete the Visitor Profile + Tourism Economic Impact Study and the VisitStPeteClearwater.com Website ROI Study, as well as all other destination marketing research studies.

For the Visitor Profile + Tourism Economic Impact Study and the VisitStPeteClearwater.com Website ROI Study, as well as all other destination marketing research studies, the project milestones/tasks and deliverables are presented in the format of an estimated timeline and completion schedule.

VISITOR PROFILE + TOURISM ECONOMIC IMPACT STUDY

Destination Analysts can complete all project tasks and services required to fully manage, conduct and execute a Visitor Profile + Tourism Economic Impact Study on behalf of VSPC, including:

- Project kick-off, discovery and briefing
- Project management
- Survey questionnaire design and development, including coordination of revisions and approvals
- Survey programming
- Visitor intercept survey scheduling, logistics and communication with survey site locations
- Field survey data collection
- Data cleansing and data coding
- Data cross-tabulations
- Data analysis
- Economic impact modeling
- Direct visitor spending impact to Pinellas County
- IMPLAN data to develop indirect and induced visitor spending impact to Pinellas County
- Tourism economic impact estimates
- Monthly, quarterly, and fiscal-year and calendar-year reporting
- Monthly, quarterly, and fiscal-year and calendar-year meetings and presentations with VSPC staff and the Tourist Destination Council
- Development, updating and maintenance of the online data dashboard

Deliverables

VSPC will receive the following deliverables as part of the annual Visitor Profile + Tourism Economic Impact Study:

- Monthly report of topline visitor data via the online data dashboard
- Quarterly report of findings, including tourism economic impact estimates, comparative data and detailed findings from the Visitor Intercept Survey
- Fiscal-year report of findings, including tourism economic impact estimates, comparative data and detailed findings from the Visitor Intercept Survey
- Calendar-year report of findings, including tourism economic impact estimates, comparative data and detailed findings from the Visitor Intercept Survey
- Infographic profile summaries of key visitor segments via the online data dashboard
- Monthly, quarterly, and fiscal-year and calendar-year presentations of the research findings

EXHIBIT A
SCOPE OF WORK

Estimated Timeline and Completion Schedule

The project milestones and tasks for the Visitor Profile + Tourism Economic Impact Study will be completed per the following estimated timeline.

PROJECT MILESTONE	ESTIMATED DATE
Project kick-off, discovery and briefing	November 2020
Monthly status call with in house staff	Beginning November 2020 and continuing monthly throughout the period of study
Survey questionnaire design, development and final approval	December 2020
Survey programming	December 2020
Visitor intercept survey scheduling, logistics and communication with survey site locations	Beginning December 2020 and continuing weekly throughout the period of study
Field survey data collection	Beginning December 2020 and continuing weekly throughout the period of study
Data cleansing, coding, cross-tabulations and analysis	Beginning January 2021 and continuing monthly throughout the period of study
Monthly report of topline visitor data via the online data dashboard	Beginning January 2021, approximately 5 weeks after monthly data collection is complete, VSPC to receive report
Quarterly report of findings, including tourism economic impact estimates	Beginning April 2021, approximately 5 weeks after quarterly data collection is complete, VSPC to receive report
Fiscal-year report of findings, including tourism economic impact estimates	November 2021, approximately 5 weeks after fiscal year data collection is complete, VSPC to receive report
Calendar-year report of findings, including tourism economic impact estimates	February 2022, approximately 5 weeks after calendar year data collection is complete, VSPC to receive report
Presentations of the research findings to VSPC staff and the TDC	Monthly, quarterly and annually as deemed necessary by VSPC and the TDC Monthly status call with in house staff

EXHIBIT A
SCOPE OF WORK

WEBSITE RETURN ON INVESTMENT (ROI) STUDY

Destination Analysts can complete all project tasks and services required to fully manage, conduct and execute a Website ROI Study on behalf of VSPC, including:

- Project kick-off, discovery and briefing
- Project management
- Survey questionnaire design and development, including coordination of revisions and approvals
- Survey programming
- Coordination with VSPC and/or Miles Partnership regarding the implementation of the JavaScript code on VisitStPeteClearwater.com and Google Analytics integration with the Website User Intercept Survey
- Website User Intercept Survey data collection
- Sending monthly email invitations for the Website User Follow-Up Survey
- Website User Follow-Up Survey data collection
- Data cleansing and data coding
- Data cross-tabulations
- Data analysis
- Economic impact/ROI modeling
- Website economic impact/ROI estimates
- Quarterly interim reporting
- Final report of findings
- Online presentation of annual research findings

Deliverables

VSPC will receive the following deliverables as part of the annual Website ROI Study:

- Q1 Interim Report of Findings from the Website User Intercept Survey and website analytics
- Midyear Interim Report of Findings from the Website User Intercept Survey and Website User Follow-Up Survey, and initial ROI projections—Midpoint of survey period (Q1 and Q2)
- Q3 Interim Report of Findings from the Website User Intercept Survey and website analytics
- A comprehensive report on the complete findings of the study, including an Executive Summary, ROI Summary, Mobile Users analysis and GA analysis. The final report will also include an annual comparison of key ROI metrics
- Online presentation of annual research findings

Estimated Timeline and Completion Schedule

It should be noted that Destination Analysts recommends a 12-month period of study, however data collection can begin at any time. The project milestones and tasks for the Website ROI Study will be completed per the following estimated timeline, assuming a calendar-year 12-month period of study.

EXHIBIT A
SCOPE OF WORK

PROJECT MILESTONE	ESTIMATED DATE
Project kick-off, discovery and briefing	November 2020
Survey questionnaire design, development and final approval	December 2020
Survey programming	December 2020
Website User Intercept Survey data collection	January 2021 – December 2021
Website User Follow-Up Survey data collection	February 2021 – January 2022
Q1 Interim Report of Findings from the Website User Intercept Survey and website analytics	May 2021
Midyear Interim Report of Findings from the Website User Intercept Survey and Website User Follow-Up Survey, and initial ROI projections—Midpoint of survey period (Q1 and Q2)	August 2021
Q3 Interim Report of Findings from the Website User Intercept Survey and website analytics	November 2021
Comprehensive final report, including an Executive Summary, ROI Summary, Mobile Users analysis and GA analysis	March 2022
Online presentation of annual research findings	March 2022 or at VSPC’s convenience

ELITE EVENT FUNDING PROGRAM ECONOMIC IMPACT STUDIES

Destination Analysts can complete all project tasks and services required to fully manage, conduct and execute Elite Event Funding Program Economic Impact Studies on behalf of VSPC, including:

- Project kick-off, discovery and briefing
- Project management
- Survey questionnaire design and development, including coordination of revisions and approvals
- Survey programming
- Visitor intercept survey scheduling, logistics and communication with event organizers
- Field survey data collection
- Data cleansing and data coding
- Data cross-tabulations
- Data analysis
- Economic impact modeling
- Event economic impact estimates
- Memorandum of findings
- Comparison matrix detailing key economic impact statistics

EXHIBIT A
SCOPE OF WORK

Deliverables

VSPC will receive the following deliverables for each Elite Event Funding Program Economic Impact Study:

- Memorandum of findings
- Comparison matrix detailing key economic impact statistics

Estimated Timeline and Completion Schedule

The project milestones and tasks for each Elite Event Funding Program Economic Impact Study can be completed per the following estimated timeline. The dates of each project milestone will be dependent on the event dates.

PROJECT MILESTONE	ESTIMATED TIMING
Project kick-off, discovery and briefing with Event Organizer	1 day
Survey questionnaire design, development and final approval	~1 week
Survey programming	~1-2 days
Field survey data collection	~1-4 days (depending on the dates of the event)
Survey of Event Sponsors and Survey of Event Organizer data collection	~1-3 weeks
Data cleansing, coding, cross-tabulations and analysis	~1-2 weeks
Memorandum of findings & comparison matrix detailing key economic impact statistics	5 weeks after the event

BRAND AWARENESS STUDY

Destination Analysts can complete all project tasks and services required to fully manage, conduct and execute a Brand Awareness Study on behalf of VSPC, including:

- Project kick-off, discovery and briefing
- Project management
- Survey questionnaire design and development, including coordination of revisions and approvals
- Survey programming
- Survey data collection
- Data cleansing and data coding
- Data cross-tabulations
- Data analysis
- Report of findings
- Presentation of findings
- Presentation deck

EXHIBIT A
SCOPE OF WORK

Deliverables

VSPC will receive the following deliverables for the Brand Awareness Study:

- Comprehensive final report of findings, including an executive summary and infographic summary, analysis and supporting charts/data tables/infographics
- Presentation of findings
- Presentation deck

Estimated Timeline and Completion Schedule

The project milestones and tasks for the Brand Awareness Study can be completed per the following estimated timeline. The dates of each project milestone will be dependent on when VSPC would like to field data collection and/or receive the final report of findings.

PROJECT MILESTONE	ESTIMATED TIMING
Project kick-off, discovery and briefing	1 day
Survey questionnaire design, development and final approval	~1-2 weeks
Survey programming	~1-2 days
Survey data collection	~2-4 weeks
Data cleansing, coding, cross-tabulations and analysis	~1-2 weeks
Comprehensive final report of findings, including an executive summary and infographic summary, analysis and supporting charts/data tables/infographics	5 weeks after completion of survey data collection
Presentation of findings	TBD at VSPC’s convenience

VALUE OF TOURISM/RESIDENT PERCEPTION STUDY

Destination Analysts can complete all project tasks and services required to fully manage, conduct and execute a Value of Tourism/Resident Perception Study on behalf of VSPC, including:

- Project kick-off, discovery and briefing
- Project management
- Survey questionnaire design and development, including coordination of revisions and approvals
- Survey programming
- Survey data collection
- In-Depth Interviews recruiting, scheduling and logistics
- In-Depth Interviews moderation
- Data cleansing and data coding
- Data cross-tabulations
- Data analysis
- Report of findings
- Presentation of findings
- Presentation deck

EXHIBIT A

SCOPE OF WORK

- Digital recordings of the online in-depth interviews

Deliverables

VSPC will receive the following deliverables for the Value of Tourism/Resident Perception Study:

- Final report of findings, including an executive summary, infographic summary, data analysis, and supporting visual elements such as graphical charts and data tables
- Online data dashboard that can be accessed in real-time
- Custom data cross-tabulations
- Presentation of findings
- Presentation deck
- Digital recordings of any online focus groups or in-depth interviews

Estimated Timeline and Completion Schedule

The project milestones and tasks for the Value of Tourism/Resident Perception Study can be completed per the following estimated timeline. The dates of each project milestone will be dependent on when VSPC would like to field data collection and/or receive the final report of findings.

PROJECT MILESTONE	ESTIMATED TIMING
Project kick-off, discovery and briefing	1 day
Survey questionnaire design, development and final approval	~1-2 weeks
Survey programming	~1-2 days
Survey data collection	~2-4 weeks
In-depth interviews recruiting	~1-2 weeks
In-depth interviews conducted	~1-2 weeks
Data cleansing, coding, cross-tabulations and analysis	~1-2 weeks
Comprehensive final report of findings, including an executive summary and infographic summary, analysis and supporting charts/data tables/infographics	5 weeks after completion of survey data collection and/or online in-depth interviews
Presentation of findings	TBD at VSPC’s convenience

EXHIBIT A

SCOPE OF WORK

ECONOMIC IMPACT STUDIES FOR MLS SPRING TRAINING, OTHER PROFESSIONAL SPORTS TRAINING SEASONS, VARIOUS SPORTS EVENTS AND OTHER EVENTS AS DETERMINED BY VSPC

Destination Analysts can complete all project tasks and services required to fully manage, conduct and execute an MLS Spring Training Economic Impact Study on behalf of VSPC, including:

- Project kick-off, discovery and briefing
- Project management
- Survey questionnaire design and development, including coordination of revisions and approvals
- Survey programming
- Visitor intercept survey scheduling, logistics and communication with event organizers
- Field survey data collection
- Data cleansing and data coding
- Data cross-tabulations
- Data analysis
- Economic impact modeling
- Economic impact estimates
- Memorandum of findings

Deliverables

VSPC will receive the following deliverables for the MLS Spring Training Economic Impact Study:

- Memorandum of findings, including key economic impact statistics

Estimated Timeline and Completion Schedule

The project milestones and tasks for the MLS Spring Training Economic Impact Study can be completed per the following estimated timeline. The dates of each project milestone will be dependent on spring training dates in St. Pete/Clearwater.

PROJECT MILESTONE	ESTIMATED TIMING
Project kick-off, discovery and briefing with MLS and/or VSPC	1 day
Survey questionnaire design, development and final approval	~1 week
Survey programming	~1-2 days
Field survey data collection	~1-4 days (depending on spring training dates)
Survey of Team Organizer and Survey of Individual Athletes data collection	~1-3 weeks
Data cleansing, coding, cross-tabulations and analysis	~1-2 weeks
Memorandum of findings & key economic impact statistics	5 weeks after spring training concludes

EXHIBIT A

SCOPE OF WORK

OTHER TOPICAL ECONOMIC IMPACT STUDIES (I.E., CRAFT BREWERY TOURISM, ETC.)

Destination Analysts can complete all project tasks and services required to fully manage, conduct and execute other topical economic impact studies (i.e., craft brewery tourism, etc.) on behalf of VSPC, including:

- Project kick-off, discovery and briefing
- Project management
- Survey questionnaire design and development, including coordination of revisions and approvals
- Survey programming
- Visitor intercept survey scheduling, logistics and communication with survey site locations
- Field survey data collection
- Data cleansing and data coding
- Data cross-tabulations
- Data analysis
- Economic impact modeling
- Direct visitor spending impact to Pinellas County
- Tourism economic impact estimates as part of fiscal-year and calendar-year reporting

Deliverables

VSPC will receive the following deliverables for other topical economic impact studies (i.e., craft brewery tourism, etc.):

- Key economic impact statistics for inclusion in fiscal-year and calendar-year reporting
- Infographic summary profile of the target visitor segment (e.g., craft brewery visitors)

Estimated Timeline and Completion Schedule

The project milestones and tasks for other topical economic impact studies (i.e., craft brewery tourism, etc.) can be completed per the following estimated timeline. Dates will be dependent upon when VSPC would like to begin studying the economic impact of target visitor segments.

EXHIBIT A
SCOPE OF WORK

PROJECT MILESTONE	ESTIMATED DATE
Project kick-off, discovery and briefing	1 day
Survey questionnaire design, development and final approval	~1 week
Survey programming	~1-2 days
Field survey data collection	Throughout the period of study
Data cleansing, coding, cross-tabulations and analysis	Monthly throughout the period of study
Fiscal-year report of findings, including tourism economic impact estimates	November (approximately 7 weeks after the close of the fiscal year for comprehensive report development and Annual Economic Impact Estimates)
Calendar-year report of findings, including tourism economic impact estimates	February (approximately 7 weeks after the close of the calendar year for comprehensive report development and Annual Economic Impact Estimates)
Presentations of the research findings to VSPC staff and the TDC	Monthly, quarterly and annually as deemed necessary by VSPC and the TDC

FOCUS GROUP RESEARCH

Destination Analysts can complete all project tasks and services required to fully manage, conduct and execute focus group research on behalf of VSPC, including:

- Project kick-off, discovery and briefing
- Project management
- Discussion guide design and development, including coordination of revisions and approvals
- Participant recruiting
- Focus group moderation
- Focus group recordings
- Data analysis
- Participant incentives
- Report of findings
- Presentation of findings
- Presentation deck

EXHIBIT A
SCOPE OF WORK

Deliverables

VSPC will receive the following deliverables for Focus Group Research:

- Comprehensive final report of findings, including detailed analysis
- Presentation of findings
- Presentation deck
- Focus group recordings

Estimated Timeline and Completion Schedule

The project milestones and tasks for Focus Group Research can be completed per the following estimated timeline. The dates of each project milestone will be dependent on when VSPC would like to conduct the focus groups and/or receive the final report of findings.

PROJECT MILESTONE	ESTIMATED TIMING
Project kick-off, discovery and briefing	1 day
Discussion guide design, development and final approval	~1-2 weeks
Participant recruiting	~1-3 weeks
Focus groups	~1-2 weeks
Data analysis	~1-2 weeks
Comprehensive final report of findings	5 weeks after completion of the focus groups
Presentation of findings	TBD at VSPC’s convenience

EXHIBIT A

SCOPE OF WORK

ADDITIONAL INFORMATION

Per the RFP, Section E – Scope of Work, Paragraph B, Items 3-7, Destination Analysts confirms that:

- Any research we conduct on behalf of VSPC as part of the development and implementation of integrated destination marketing research studies will maintain consistency to match past data and continuity with current processes, while working with existing County specific datasets, such as STR (Smith Travel Research), Visa Vue, Arrivalist, Tourism Economics and other relevant datasets to complete research.
- VSPC will be provided with PowerPoint presentations that include report data as needed.
- We will work closely with VSPC staff and VSPC's marketing agencies and appropriately ensure coordination. Given our extensive experience conducting research on behalf of VSPC and our long-standing relationships with marketing agencies such as Miles Partnership, Destination Analysts is fully capable of working collaboratively, smoothly and efficiently with VSPC and its agency partners.
- Destination Analysts will meet with the VSPC team at least monthly by phone, quarterly in person and as needed. Additionally, Stefanie Thompson, Destination Analysts Field Research Manager, will attend the monthly Pinellas County Tourist Development Council (TDC) meetings and present the monthly findings from the Visitor Intercept Survey to the TDC and VSPC staff.
- Destination Analysts will prepare reports and make presentations to the Tourist Development Council and the Board of County Commissioners on topics selected by VSPC.
- VSPC will receive Destination Analysts' comprehensive annual study "*The State of the Global International Traveler Study*" provided with fresh insights on international markets that are the most interested in the destination.
- VSPC will have the opportunity to provide custom questions to the quarterly survey for "*The State of the American Traveler Study*."
- Destination Analysts will provide fiscal and calendar year summaries and analysis for a year-over-year comparison as needed.

EXHIBIT B

INSURANCE REQUIREMENTS

1. INSURANCE:

The Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- b) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- c) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- d) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- e) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

EXHIBIT B

INSURANCE REQUIREMENTS

- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- f) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

EXHIBIT B

INSURANCE REQUIREMENTS

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

(1) Workers' Compensation Insurance

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

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

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

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

EXHIBIT C
PAYMENT SCHEDULE

Item	Description	Annual Cost Year 1	Annual Cost Year 2	Annual Cost Year 3	Annual Cost Year 4	Annual Cost Year 5	Total 5 Year Cost
1	Visitor profile study (economic impact analysis & ROI report). Research to provide monthly, quarterly and annual (calendar year and fiscal year) profiles on visitors to the County.	\$228,250	\$239,670	\$251,650	\$264,230	\$277,440	\$1,261,240
	Monthly Installment Payments:	\$19,020.83	\$19,972.50	\$20,970.83	\$22,019.17	\$23,120.00	
2	Website return on investment (ROI) study. Annual study to determine total economic impact, including demographic, psychographic, and behavioral information of VSPC's consumer website at www.visitstpeteclearwater.com .	\$21,630	\$22,715	\$23,850	\$25,040	\$26,290	\$119,525
	Monthly Installment Payments:	\$1,802.50	\$1,892.92	\$1,987.50	\$2,086.67	\$2,190.83	

Upon submittal of an invoice, the County shall pay Contractor in monthly installments at the monthly rates identified above for Item No. 1 - Visitor Profile Studies and Analysis and for Item No. 2 - Website ROI Annual Study.

Compensation for Additional Services, if any, as defined herein, shall be paid on a project-by-project basis upon submittal of a work estimate and receipt of written approval as provided herein.

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Accounting Manager
Pinellas County Convention & Visitors Bureau
8200 Bryan Dairy Rd., Ste. 200
Largo, FL 33777

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

EXHIBIT E

DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.