

EXECUTIVE SUMMARY

Recommendation for the Tourism Development Council to recommend that the BCC elect not to approve the renewal of the Tourism Marketing and Promotion contract #14-6295 with Paradise Advertising and Marketing, Inc. and to re-solicit these services for FY 17.

OBJECTIVE: To request that procurement prepare a Request for Proposals for Tourism Marketing and Promotion for FY 17.

CONSIDERATIONS: Since fiscal year 2008, one primary advertising and marketing agency has represented the Collier County Tourism Department's efforts as they promoted the County's Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB). There have been three agreements during this time, each of which contained the option for the County to renew for additional years. In every case the County renewed the agreements.

The County has paid this vendor \$21,897,231 on the two previous contracts. The third and current Marketing and Promotion contract, with both renewal options is estimated to be worth \$31,900,000. This agreement expires on September 30, 2016 and has an option for renewal for two (2) additional two (2) year terms ending in 2020 for a total of 6 years. It should be noted that from FY 15 through FY 20 this contract does not need to go out to bid.

By virtue of the dollar amount involved, the length of time using this vendor, and the potential duration of the renewal contract options, the TDC recommends resoliciting the Tourism Marketing and Promotion contract for FY 17.

Year	Agreement Amount	Amount Paid	Agreement	Notes
FY 08	\$2,300,000	\$2,394,029	#06-4007 (B)	(A) Initial 2 yr; (B)+ 1 Yr; (C)+ 1 yr
FY 09	\$2,300,000	\$3,136,975	#06-4007 (C)	
FY 10	\$2,300,000	\$4,244,914	#06-4007 (C)	C) 10.1.09 - 3.31.2011
FY 11	\$2,300,000	\$3,216,275	#10-5541 (A)	(A) Initial 1.42 yr; (B)+ 1 Yr; (C)+ 1 yr
FY 12	\$2,300,000	\$2,756,967	#10-5541 (A)	(A) 4.1.11 - 9.30.12
FY 13	\$2,300,000	\$2,377,629	#10-5541 (B)	
FY 14	<u>\$2,300,000</u>	\$3,770,442	#10-5541 (C)	
Total	\$16,100,000	\$21,897,231		
FY 15	\$4,400,000	\$4,333,986	#14-6295 (A)	(A) Initial 2 yr; (B)+ 2 Yr; (C)+ 2 yr
FY 16	\$5,500,000		#14-6295 (A)	(A) 10.1.14 - 9.30.16
FY 17*	\$5,500,000		#14-6295 (B)	(B) 10.1.16 - 9.30.18
FY 18*	\$5,500,000		#14-6295 (B)	
FY 19*	\$5,500,000		#14-6295 (C)	(C) 10.1.18 - 9.30.2020
FY 20*	<u>\$5,500,000</u>		#14-6295 (C)	*Future agreement amounts will be based upon the BCC approved destination marketing budget
Total*	\$31,900,000			

Given the growth in the tourism bed tax, the growth in potential vendors, the expanding role of sports marketing and in the spirit of increasing competition, the resolicitation of the advertising contract for FY 17 is recommended.

This chart shows the percentage increase in bed tax revenue year to year from 2007 – 2015:

2007	2008	2009	2010	2011	2012	2013	2014	2015
4	4	-17	4	8	7	9	18	11

FISCAL IMPACT: There is no fiscal impact with this action.

LEGAL CONSIDERATIONS:

GROWTH MANAGEMENT IMPACT: There is no impact to the Growth Management plan with this action.

RECOMMENDATION: Recommendation for the Tourism Development Council to recommend that the BCC elect not to approve the renewal of the Tourism Marketing and Promotion contract #14-6295 with Paradise Advertising and Marketing, Inc. and to re-solicit these services for FY 17.

PREPARED BY: Penny Taylor, Commissioner District 4

AGENDA DATE: March 28th, 2016

Attachments: 1) Exhibit "A" Contract #14-6295
2) Exhibit "B" Notes from Jack Wert
3) Exhibit "C" Paradise Adv History

AGREEMENT 14-6295

for

Tourism Marketing and Promotions

THIS AGREEMENT, made and entered into on this 9th day of September 2014, by and between Paradise Advertising & Marketing, Inc., authorized to do business in the State of Florida, whose business address is 150 2nd Avenue North, Ste. #800, St. Petersburg, FL 33701 (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

1. **COMMENCEMENT.** The contract shall be for a two (2) year period, commencing on October 1, 2014 and terminating on September 30, 2016.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional two (2) year periods. The County shall give the Contractor written notice of the County's intention to renew the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

2. **STATEMENT OF WORK.** The Contractor shall provide Tourism Marketing and Promotional services for the County in accordance with the terms and conditions of Request for Proposal (RFP) #14-6295, Exhibit B - Scope of Work, and the Contractor's proposal referred to herein and made an integral part of this agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County Purchasing Ordinance and Purchasing Procedures in effect at the time such services are authorized.

3. **CONTRACT AMOUNT.** For Tourism Marketing and Promotions services performed, in paid media and production, on behalf of the Collier County Tourism Department, the County shall pay the Contractor a fixed fee of ten percent (10%), payable in monthly lump sum installments, of the annual Board approved County's Tourism Department's marketing and promotion budget, including any budget amendments. The Tourism Marketing and Promotions services will be billed to the County at net, so that the County receives any available agency discount.

The fixed fee includes a minimum guarantee of five hundred seventeen (517) monthly hours provided by professionals devoted to; strategic planning, account services, media/planning, data entry, accounting/billing, clerical/administrative and trafficking.

Any County department, other than the Tourism Department, may purchase products and services under this contract, provided sufficient funds are included in their budget(s). Payment will be made based upon a department's Project Manager or designee, approval of a written project quote and shall include any "at cost" services plus the Contractor's fixed fee of ten percent (10%) for the project. For estimating and billing purposes, services will be billed in accordance with Exhibit A - Rate Schedule and Exhibit C - Quoting Process, attached hereto.

Payment will be made upon receipt of a proper invoice, approval by the Project Manager or designee, and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act."

3.1 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices. Invoices must be submitted by the contractor within six (6) months of completion of the contract. Any untimely submission of invoices beyond the specified six (6) month deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

4. **PROFESSIONAL FEES/CREATIVE WORK.** All professional fees for marketing, promotional creative work, creative design, advertising, production, photography, on-line, and social media production design, printing, direct mail, audiovisual production services, marketing research and promotional publicity will be estimated on a per project basis and submitted in writing to the County's Project Manager or designee, for approval. For estimating and billing purposes, services will be billed in accordance with Exhibit A - Rate Schedule and Exhibit C - Quoting Process, attached hereto.

4.1 **ADVERTISING AND MEDIA.** Charges for advertising placed by the Contractor on behalf of the County will be billed to the County at the actual cost paid by the Contractor and shall not include any markup, for the specified medium or media.

The Contractor will prepare and send to the County pre-approved adjusted media invoices to account for insertion order changes, short rates, circulation rebates and/or other estimates and adjustments.

4.2 **PURCHASED TALENT AND OTHER SERVICES.** Charges for expertise, talents and services needed to execute marketing, media or production advertisement placed by the Contractor on behalf of the County will be billed to the County at the actual cost paid by the Contractor and shall not include any markup.

4.3 **PROMOTIONAL ITEMS.** For any Tourism Department promotional giveaways items, the Contractor will endeavor to purchase goods through an established County contract.

4.4 **TRAVEL AND REIMBURSABLE EXPENSES.** Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed in accordance with Collier County Resolution 2006-40, §125.0104, Fla. Stat and §112.061, Fla. Stat. Any trips within Collier County and Lee County by account services, media, data entry, accounting/billing, clerical/administrative and traffic are expressly excluded. Any trips to and from and within Collier County and Lee County by the creative department will be reimbursed in accordance with Exhibit A- Rate Schedule and must be approved in advance in writing by the County.

Reimbursable items other than travel expenses shall be limited only to the following: actual postage or metering, shipping and freight charges, if approved by the Project Manager or designee. Reimbursable expenses will be paid only after Contractor has provided all receipts. Contractor shall be responsible for all other costs and expenses associated with activities and solicitations undertaken pursuant to this Agreement.

5. **SALES TAX.** Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C-2.
6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or faxed to the Contractor at the following Address:

Paradise Advertising & Marketing, Inc.
150 2nd Avenue North, Ste. #800
St. Petersburg, FL 33701
Attention: Cedar Hames, President/Owner
Telephone: 727-821-5155
Fax: 727-822-3722

All Notices from the Contractor to the County shall be deemed duly served if mailed or faxed to the County to:

Collier County Government Center
Purchasing Department
3327 Tamiami Trail, East
Naples, Florida 34112
Attention: Joanne Markiewicz, Director, Procurement Services
Telephone: 239-252-8407
Facsimile: 239-252-6480

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor, or its vendors or subcontractors, or to constitute the Contractor, or its vendors or subcontractors, as an agent of the County.
8. **PERMITS: LICENSES: TAXES.** The Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.
9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the contract of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
12. **INSURANCE.** The Contractor shall provide insurance as follows:
 - A. **Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage

Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

B. **Business Auto Liability**: Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

C. **Workers' Compensation**: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$500,000 for each accident.

D. **Professional Liability**: Shall be maintained by the Contractor to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Contractor waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

Special Requirements: Collier County Government shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. 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 or limits received by Contractor from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

13. **INDEMNIFICATION**. To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally

wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Tourism Department.
15. **CONFLICT OF INTEREST.** 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 services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of the contract as if herein set out verbatim: Contractor's Proposal, Insurance Certificate(s), RFP #14-6295 Scope of Services, Exhibit A - Rate Schedule, Exhibit B - Scope of Work and Exhibit C - Quoting Process.
17. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Board of County Commissioners.
18. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or

quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

19. **COMPLIANCE WITH LAWS.** By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes), and the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(d) and (3)). If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.
20. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.
21. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
22. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this contract in compliance with the Purchasing Ordinance and Purchasing Procedures.
23. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.

24. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. **KEY PERSONNEL/ CONTRACT STAFFING.** The Contractor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates or dates set forth in the Project Schedule. The Contractor shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Contractor shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.
26. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Request for Proposal (RFP) and/or the Contractor's Proposal, the Contract Documents shall take precedence; thereafter, the Request for Proposal.
27. **ASSIGNMENT.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
28. **AVAILABILITY OF RECORDS.** The Contractor shall maintain all records, books documents, papers and financial information pertaining to all Work performed under this agreement. The Contractor agrees that the County, or any duly authorized agents, shall, free of charge, have the right to audit, inspect and copy all such records, documentation as often as they deem necessary during the period of this Agreement and until the expiration of (5) year period after final payment under this Agreement.
29. **OWNERSHIP OF DOCUMENTS.** County shall be the owner of all documents and materials produced pursuant to this Agreement and Paradise Advertising & Marketing, Inc. shall not receive any additional compensation for their use or reproduction by the County. The County shall be the owner of and be in possession of all intellectual property created or furnished pursuant to this Agreement, including, but not limited to drawings, layouts, photography, film, video and printed documents, unless specifically exempted by the County.

IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

ATTEST:

Dwight E. Brock, Clerk of Courts

By: *Dwight E. Brock*

Dated: 9-17-2014
(SEAL)

Attest as to Chairman's signature only

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: *Tom Henning*
Tom Henning, Chairman

Paradise Advertising & Marketing, Inc.
Contractor

By: *Cedar Hammes*
Signature
CEDAR HAMMES, President
↑Type/print signature and title↑

Shirley Pelcarok
First Witness
Shirley Pelcarok
↑Type/print witness name↑

Lisa Rudzitis
Second Witness
LISA RUDZITIS
↑Type/print witness name↑

Approved as to Form and Legality:

Colleen M. Greene
Assistant County Attorney
Colleen M. Greene
Print Name

**EXHIBIT A
 RATE SCHEDULE**

Contract 14-6295 "Tourism Marketing and Promotions"

Position / Service	Hourly Rate
* Director of Strategic Planning	\$ 300.00
* Account Service Director	\$ 250.00
* Account Supervisor	\$ 200.00
* Account Manager	\$ 175.00
* Account Executive	\$ 150.00
* Account Coordinator	\$ 100.00
* Media Director / Planner	\$ 250.00
* Media Buyer	\$ 150.00
* Media Coordinator	\$ 125.00
* Data Entry Specialist	\$ 100.00
* Accounting / Billing Manager	\$ 150.00
* Clerical / Administrative Services	\$ 100.00
* Traffic	\$ 150.00
Art Director	\$ 120.00
Associate Creative Director	\$ 180.00
Brand Development Director	\$ 200.00
Broadcast Production Supervisor	\$ 160.00
Chief Creative Officer	\$ 240.00
Copywriter	\$ 120.00
Creative Director	\$ 200.00
Designer	\$ 160.00
Digital Coordinator	\$ 80.00
Digital Production Developer	\$ 140.00
Digital Production Supervisor	\$ 160.00
Digital Services / Research	\$ 120.00
Digital Services Director	\$ 200.00
Director of Diversity Marketing	\$ 200.00
Director of Mobile Development	\$ 200.00
Print Production Supervisor	\$ 120.00
Production Coordinator	\$ 80.00
Proofreader	\$ 80.00
Senior Art Director	\$ 160.00
Senior Copywriter	\$ 160.00
Social Media Marketing Coordinator	\$ 80.00
Social Media Marketing Director	\$ 140.00
Studio Audio Service	\$ 160.00
Studio Director	\$ 200.00
Studio Junior Editor	\$ 120.00

Studio Motion Graphics Developer	\$	160.00
Studio Motion Graphics Director	\$	200.00
Studio Photograph Service	\$	160.00
Studio Research Coordinator	\$	80.00
Studio Research Director	\$	160.00
Studio Senior Editor	\$	160.00
Studio Senior Videographer	\$	160.00
Studio Videographer	\$	120.00

* There is no charge for any of these services. They are included in the Tourism Department's fixed fee.

Fixed Fees:

Fixed fee for all other County departments (other than Tourism) for advertising by using the Contractor	10%
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**EXHIBIT B
SCOPE OF WORK**

Contract 14-6295 "Tourism Marketing and Promotions"

For Tourism Marketing and Promotions the Contractor shall provide for the Tourism Department the following services including, but not limited to:

- a) Develop for approval and implementation and counsel with the County on promotional, advertising and marketing communications to meet the County's objectives and budgetary limitations as a tourist destination worldwide.
- b) Create an annual marketing plan which will allow for the broadest possible exposure into international and domestic markets prior to the start of each fiscal year outlining current situation, creative strategy, implementation schedule and measurement.
- c) Develop, nurture and promote target consumers, meeting planners, and trade professionals.
- d) Develop for approval and implementation, and obtain prior written approval from the County Project Manager(s) or designee, by use of a quote/estimate / insertion order for all advertising, media and production projects.
- e) Maintain an office in Collier County staffed with a full-time Account Manager, and provide a minimum of five hundred and seventeen (517) staff hours, consisting of strategic planning, account services, media/planning, data entry, accounting/billing, clerical/administrative and trafficking, per month dedicated to the Tourism Department.
- f) Supply the County with monthly reports and presentations reflecting agency activity, return on investment, emerging markets, placement and inquiry reports, Tourist Development or Board presentations, workshops, etc.
- g) Develop collateral marketing strategies (i.e. creative copy, layout, and production, etc.) and materials for print, television, Internet, social media, radio and any other media directed by the Project Manager or designee.
- h) Plan and implement a strategic advertising and promotion program to include an Emergency Advertising Plan.
- i) Additional advertising, marketing or promotional creative work, creative design, production and media work may be executed, upon approval by the Tourism Project Manager or designee, and in accordance with Exhibit A - Rate Schedule and Exhibit C - Quoting Process.

Other County Departments (not Tourism Department)

Additional advertising, marketing or promotional creative work, creative design, production and media work may be executed, upon approval by the Department's Project Manager or designee, and in accordance with Exhibit A - Rate Schedule and Exhibit C - Quoting Process.

EXHIBIT C QUOTING PROCESS

Contract 14-6295 "Tourism Marketing and Promotions"

Quotes and invoices provided by the Contractor to the Tourism Department, and/or any other County departments, shall include the following:

- a. A Services/Work/Project quote estimate that includes; the negotiated payment either by "lump sum" or "time and material."

If "lump sum" quote, the Contractor shall provide: 1.) not-to-exceed total cost for each task; and 2.) a brief description, including the deliverable, of each task to be performed.

If "time and material" quote, the Contractor shall provide: 1) not-to-exceed total cost for each task; 2.) the number of hours by each position (hourly rate) and a brief description, including the deliverable, of the task to be performed; 3.) the extended total by each position; 4.) any anticipated "at cost fees" of subcontractor(s), travel, and miscellaneous charges such as expenses relating to "photo shoots," wardrobe, television or radio ads, special printing or service charges, etc.; and 5.) if applicable (see Exhibit A - Rate Schedule) the ten (10%) percent fixed fee. The Contractor shall provide "at cost", without any markup included, invoices for subcontractor(s), travel, and miscellaneous charges such as expenses relating to "photo shoots," wardrobe, television or radio ads, special printing or service charges, etc., as back-up for the invoice submittal.

- b. The invoice for payment shall reference the purchase order issued and be equal to or be less than the "lump sum" or "time and material" quote. A copy of the advertising, promotional and marketing information or documentation of paid media delivered should be included with the invoice materials.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ronald F. Holehouse Agency, Inc. 3443 1st Ave N Saint Petersburg, FL 33713	CONTACT NAME: Christy Anderson PHONE (A/C, No, Ext): (727)823-5551	FAX (A/C, No): (727)894-3339	
	E-MAIL ADDRESS: christy@holehouseins.com		
INSURED PARADISE ADVERTISING AND MARKETING INC. 150 2nd Ave N Ste 800 St Petersburg, FL 33701-3341	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ALLIED PROP & CASUALTY		25453
	INSURER B: NATIONWIDEINSURANCE CO OF AMERICA		25453
	INSURER C: ALLIED PROP & CASUALTY		
	INSURER D: United States Liability Insurance Co.		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 00001652-0** **REVISION NUMBER: 1**

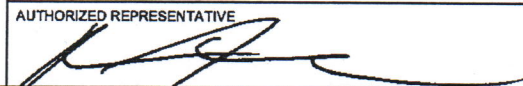
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	ACPBPOZ3006500381	02/15/2014	02/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ACPBBAZ5935087231	08/25/2014	08/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE		ACP CAP 3006500381	02/15/2014	02/15/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Prof Liability		SP2550495A	12/12/2013	12/12/2014	Prof Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Contract #10-5541, for any and all work performed on behalf of Collier County

CERTIFICATE HOLDER

CANCELLATION

Collier County Government Purchasing Department 3327 Tamiami Trail E Naples, FL 34112	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (CMA)
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CERTIFICATE OF LIABILITY INSURANCE

March 28, 2016
 New Business 7-a
 R001 17 of 19
 DATE: MM/DD/YYYY
 8/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AUTOMATIC DATA PROCESSING INS AGCY 250717 P: F: PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Hartford Underwriters Ins Co 30104 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED PARADISE ADVERTISING & MARKETING INC 150 2ND AVE N STE 800 SAINT PETERSBURG FL 33701	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG ER0885	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE- EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Collier County Government
 Purchasing Department
 3327 TAMiami TRl E
 NAPLES, FL 34112

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

Yac Taillon

Since fiscal year 2008, Paradise Advertising and Marketing, Inc. has been the agency of record for the Collier County Tourism Department's destination marketing efforts through the County's Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB). Paradise Advertising has successfully competed in three formal bid solicitations over that period of time and has been unanimously chosen in each of those solicitations. In the 2006 solicitation they successfully competed against one other firm. In the 2010 solicitation they successfully competed against 3 other firms and in 2014 they successfully competed against 4 other firms. Each agreement included an initial two year term, with two one year renewals. In each additional renewal option, the County exercised their option to renew based on the successful completion of all of the contract terms. Please refer to the attached spreadsheet describing the contract activity, results from each year's marketing activities and the return on the County's destination marketing investment from Fiscal Year 08 to Fiscal Year 16.

Notes from Jack Wert

Paradise Advertising & Marketing Inc- History										
Fiscal Year	Media/Promotion Contract Amount	* Monthly Service Fee	# Change Orders	C O Amount(s)	Total Contract Amount	Total Amount Paid	Agreement #	Comments	TDT Revenue	ROI
								* Service fee offsets all media commissions		
FY 08	\$2,000,000	\$300,000	1	\$700,000	\$3,000,000	\$2,394,029	006-4007	CO was executed late in FY and funds were not spent until Fall of next FY	\$14,795,681	6.2:1
									4.00%	
FY 09	\$2,000,000	\$300,000	2	\$1,122,000	\$3,472,000	\$3,136,975	006-4007	Worldwide economic crisis- BCC Approved use of Emergency Advertising Funds for International & Summer Campaign	\$12,345,136	3.94:1
									-16.50%	
FY 10	\$2,000,000	\$300,000	1	\$1,875,000	\$4,175,000	\$4,244,914	006-4007	Gulf Oil Spill- BCC Approved use of Emergency Funds for PR & Advertising & to fund year-round marketing campaign. Overage is BCC Approved Prev FY Carryforward expenses & County Museum expenditures	\$12,856,631	3.03:1
									4.10%	
FY 11	\$2,000,000	\$300,000	1	\$800,000	\$3,100,000	\$3,216,275	010-5541	Economic crisis recovery- BCC Approved use of Emergency Funds and prev. FY BCC approved carryforward expenses & adding County Museum expenditures	\$13,316,241	4.14:1
									3.50%	
FY 12	\$2,000,000	\$300,000	2	\$600,000	\$2,900,000	\$2,759,211	010-5541	BCC Approved using Carryforward from Prev FY for additional destination marketing for Fall campaign and group market incentives	\$14,898,250	5.4:1
									11.90%	
FY 13	\$2,000,000	\$300,000	1	\$100,000	\$2,400,000	\$2,377,629	010-5541	BCC Approved carryforward from prev FY for winter & summer campaigns. BCC Approved Ord 2013-30 in May 2013 to increase destination marketing funding.	\$16,183,571	6.8:1
									8.60%	
FY 14	\$2,000,000	\$300,000	1	\$1,500,000	\$3,800,000	\$3,770,442	010-5541	BCC Approved Reallocation of TDT Uses and Prev FY Carryforward Expenses	\$19,137,167	5.1:1
									18.20%	
FY 15	\$4,000,000	\$400,000	0	\$0	\$4,400,000	\$4,333,986	14-6295	Media & Production based of BCC approved Budget. Fee per contract is 10% of Approved Budget	\$21,188,365	4.9:1
									10.70%	
FY 16	\$5,000,000	\$500,000	0	0	\$5,500,000		14-6295	Media & Production based of BCC approved Budget. Fee per contract is 10% of Approved Budget		
TOTAL					\$32,747,000	\$26,233,461			\$124,721,042	4.75:1