

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

SEALED PROPOSAL • DO NOT OPEN

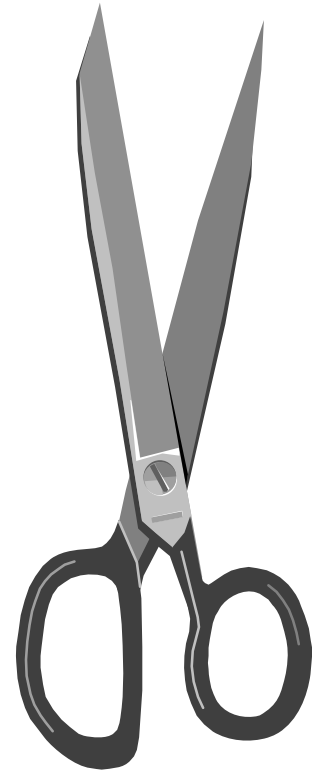
SEALED PROPOSAL NO.: 078-0530-P (LN)

PROPOSAL TITLE: **Technology Marketing Program--CVB**

DUE DATE/TIME: **August 26, 2008 @ 3:00 p.m.**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

SUBMIT TO:

PINELLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



REQUEST FOR PROPOSAL

ISSUE DATE:**August 1, 2008**

*PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE
CONSIDERED*

TITLE: TECHNOLOGY MARKETING PROGRAM—CVB**RFP NUMBER:****078-0530-P (LN)****SUBMITTAL DUE: August 26, 2008 @ 3:00 P.M.***AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.*

PRE-PROPOSAL DATE & LOCATION:
NOT APPLICABLE

DEADLINE FOR WRITTEN QUESTIONS: August 15, 2008 BY 3:00 P.M.**SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org****Phone: (727) 464-3766 Fax: (727) 464-3925****COMMISSIONERS**

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

THE MISSION OF PINELLAS COUNTY
Pinellas County Government is committed to progressive
public policy, superior public service, courteous public
contact, judicious exercise of authority and sound
management of public resources to meet the needs and
concerns of our citizens today and tomorrow.


JOSEPH LAURO,
CPPO/CPPB
Director of Purchasing

PROPOSER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

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

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

CONTACT NAME: _____

PRINT NAME: _____

EMAIL ADDRESS: _____

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

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

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

**THIS FORM MUST BE RETURNED WITH YOUR
RESPONSE**

SEE PAGE 15 SECTION E SCOPE OF WORK

SECTION A - GENERAL CONDITIONS

1. SUBMISSION OF PROPOSAL:

- a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- e). Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

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

3. DESCRIPTION OF SUPPLIES/SERVICES:

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

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

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

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

SECTION A - GENERAL CONDITIONS - CONTINUED

5. EVALUATION CRITERIA:

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

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

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

8. CONFLICT OF INTEREST:

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

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **In addition, late proposals will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the proposal process.

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

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

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

SECTION A - GENERAL CONDITIONS - CONTINUED**13. PROVISION FOR OTHER AGENCIES:**

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

14. COLLUSION:

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

15. RIGHT TO AUDIT:

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

16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

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

17. COUNTY INDEMNIFICATION:

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

18. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

19. ADA REQUIREMENT FOR PUBLIC NOTICES:

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

SECTION A - GENERAL CONDITIONS - CONTINUED**20. CERTIFICATE OF INSURANCE:**

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

21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

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

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

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

DEFINITIONS:

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

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

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

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

22. PAYMENT/INVOICES:

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

SECTION A - GENERAL CONDITIONS - CONTINUED

23. CANCELLATION:

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

24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

25. NON-EXCLUSIVE CONTRACT:

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

26. LOBBYING:

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

27. ADDITIONAL REQUIREMENTS:

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

SECTION A - GENERAL CONDITIONS - CONTINUED**28. ADD/DELETE LOCATIONS/SERVICES:**

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

29. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

SECTION A - GENERAL CONDITIONS - CONTINUED

30. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

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

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

(c) *Requirements to Protest.*

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

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

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

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

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

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

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

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

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

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

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

SECTION A - GENERAL CONDITIONS - CONCLUDED

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

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

32. PUBLIC EMERGENCIES:

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

SECTION B - SPECIAL CONDITIONS

Proposal Title: Technology Marketing Program—CVB
Proposal Number: 078-0530-P (LN)
1. OBJECTIVE:

The St. Petersburg/Clearwater Area Convention & Visitors Bureau (CVB), a department of Pinellas County Government, directs and oversees its technology marketing program and requires specialized technical services for:

- consulting
- application development
- web development
- database architecture & design
- managed application & web hosting services

to facilitate its programs. Primary emphasis of work includes the ongoing development of the CVB's consumer website, FloridasBeach.com, as well as, its department micro sites: Meetings & Conventions (FloridasBeachMeetings.com), Tour & Travel (FloridasbeachTravel.com), Public Relations (FloridasBeachMedia.com), Advertising (FloridasBeachAdFair.com), Film (FloridasBeachFilm.com), Sports (FloridasBeachSports.com), Education and Events.

Respondents must provide the requisite capabilities to plan, architect and build custom applications that automate required business processes in a browser-based environment as well as skills necessary to build required functionality into CVB's websites. CVB application/ Web requirements center on an advanced customer (consumer & trade) contact management and communication systems (automated email, fax and snail mail/labels) that integrates business process and logic. It also requires management and development of its database management systems to deliver dynamic content to its website and storage and retrieval of its digital assets (images, video files and documents). All systems require custom reporting with the ability to integrate surveys and forms for data collection.

Since the CVB has positioned, invested and developed resources using Microsoft resources, new development and functionality must leverage the .NET Framework and ASP.NET. Custom application development must be created to work seamlessly with Microsoft Office applications and evolving mobile technologies (Blackberry's / Pocket PC's).

2. PROPOSAL REQUIREMENTS:

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

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

3. EVALUATION CRITERIA:

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

SECTION B - SPECIAL CONDITIONS (Cont'd)
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4. PRICING/PERIOD OF CONTRACT:

Prices shall be held firm for the duration of the contract. Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Initial contract period shall be from the date of contract award through September 30, 2009 to coincide with the County's Fiscal year (October 1 through September 30th).

5. OPTION OF RENEWAL:

The contract may be extended subject to written notice of agreement from the County and the successful proposer(s) for three (3) additional twelve (12) month periods beyond the primary contract period. Contract renewals will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100, for the twelve months prior to renewal, or five percent(5%), whichever is less.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted at time of renewal request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

6. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original and eight (8) copies with the 'Original' clearly marked.

7. ITEMS TO BE RETURNED WITH PROPOSAL:

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

8. TIME LINE:

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

Date	
July 25, 2008	Advertising & Publishing RFP
August 11, 2008	Deadline for Questions/Clarifications
August 21, 2008	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
August 28, 2008	Evaluation of the RFP
September 4, 2008	Recommendation due to Purchasing from CVB
October 7, 2008	Submit recommendation to Board for Award of Contract

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.

- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
- (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
- (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

B. Each insurance policy shall include the following conditions by endorsement to the policy:

- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.

C. Contractor hereby waives subrogation rights for loss or damage against the County.

D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

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

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

SECTION D - VENDOR REFERENCES

Proposal Title: Technology Marketing Program--CVB
Proposal Number: 078-0530-P (LN)

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

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

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

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

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

All fields below must be completed

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

SECTION E – SCOPE OF WORK

Proposal Title: Technology Marketing Program--CVB
Proposal Number: 078-0530-P (LN)
A. OBJECTIVE:

The CVB directs and oversees its technology marketing program and requests the specialized services of an outside vendor to accomplish its goals and objectives. Such services include, but are not limited to, website development and management, content creation and maintenance, concept development, SEO and SEM activities, application development, hosting services, reporting and analytics, electronic marketing, data collection and electronic presentation and IT support.

The primary emphasis of work includes the ongoing development, management and maintenance of the CVBs consumer websites, as well departmental, industry and niche micro-sites. Currently, this comprises of 13 websites; however this number is expected to vary over time.

In addition, it also requires the integration of systems, including potential third party systems such as database systems required to deliver dynamic content to its websites, contact management and communication (Customer Relationship Management) systems, as well as email systems, digital asset management systems, online booking systems and potential new systems not yet identified.

Any work awarded through the submission of this RFP does not provide vendor exclusivity for CVB technical work. The CVB reserves the right to utilize more than one (1) vendor for its programs, based upon successful completion, submission and acceptance of the requirements of this RFP.

Because the CVB has invested and developed applications using Microsoft resources, vendors must support the use and leverage the Microsoft environment.

B. SCOPE OF WORK:**Website**

1. Strategic consulting, website concept development and product planning.
2. Creation, hosting, management and maintenance of all existing CVB websites and future websites. Existing major websites include:
 - o Floridasbeach.com (English)
 - o <http://espanol.floridasbeach.com/> (Spanish version)
 - o <http://deutsch.floridasbeach.com/> (German version)
 - o <http://francais.floridasbeach.com/> (French version)
 - o VisitStPeteClearwater.com/Summer (summer micro-site)
 - o FloridasbeachMeetings.com
 - o FloridasBeachMedia.com
 - o FloridasbeachTravel.com
 - o FloridasBeachSports.com
 - o FloridasBeachFilm.com
 - o AmericasNo1Beach.com
 - o <http://content.floridasbeach.com/>
 - o PinellasCVB.com

The CVB also has ancillary websites that may require support.
3. Management and development of easy-to-use, web based content management systems (CMS) to allow the update of site content (graphics, text, templates, events, etc.) of all websites by the CVB.
4. Development of custom CMS templates for updating of web content, images, etc. by the CVB.
5. Data: delivery of dynamic listing content to CVB websites, potentially using third party database systems. Potential collection and data verification of such data.

SECTION E – SCOPE OF WORK (CONT'D)**Website (Cont'd)**

6. Where applicable, integration of certain content from CRM and/or other communication systems with websites.
7. Support and potential development associated with an integrated e-mail delivery system based on industry best practices and CVB requirements.
8. Form and survey development tools for data capture via websites.
9. Periodical website and landing page usability testing and evaluation and provide analysis and recommendations.
10. Web based reporting and analytical tools available to both CVB and vendor, including website metrics, advanced web analytics, external ad campaign tracking. Vendor will also supply monthly reporting and custom reporting.
11. Management of DNS and all applicable systems/ hardware.
12. Digital content creation and associated editorial services.
13. Comprehensive SEO and SEM programs that evolve with the changing environment of web optimization and follows industry best practices.
14. Provide extranet development, access and support for a variety of applications, including for use by industry partners and internal CVB uses.
15. Ability to support creation and maintenance of robust digital website content, including but not limited to rich media, interactive maps, blogs, social marketing, slideshows, videos, articles, etc..
16. Creation and maintenance of customized landing pages as directed by the CVB.
17. Quarterly review of all web content articles for timeliness and validity.
18. Provide on-call web support and maintenance with 24x7 accessibility for emergencies.
19. Automatic checking and notification of expired/bad website links.
20. Dedicated project manager to act as point of contact for CVB.

Application Development

1. Application development as needed for 3rd party software or hardware integration, including but not limited to CRM, communication and wireless/mobile systems or other applications.
2. New application development for business process automation and reporting.
3. Vendor must be knowledgeable of latest technologies required for application development while managing the requirements of optimum performance.
4. Development related to the integrated fulfillment system for processing collateral (such as Visitor Guide requests) and any potential third party.
5. Vendor keeps up with industry standards and certifications, especially as related to Microsoft development.

SECTION E – SCOPE OF WORK(CONT'D)**Database Systems**

Ability to provide own or work with and integrate with 3rd party database systems that can effectively deliver dynamic content to the various CVB websites, including listings and online booking services, CRM, asset management, mobile, email and as well as yet undefined systems.

1. Ability to provide CVB with access to updating and/or changing database listings, including vendor properties, amenities, attractions, restaurants, etc..
2. Provide data listing updating service, including verification and collection for web data.
3. Technology capabilities include SQL Server 2005 or greater and other database technologies as needed.
4. Asset management services as required for multiple media types.

Hosting

1. Dedicated technical support and site support staff.
2. 24 x 7 actively monitored and managed applications and website with immediate response and pager notification of network status.
3. 24 x 7 technical support phone hotline (always on call).
4. Site Error Logging and Active Response System; all site errors that do not result in successfully returned pages are logged and reviewed by personnel and appropriate action is taken.
5. Fully staffed, on-site Network Operations Center (NOC) maintained by Microsoft Certified Systems Engineers.
6. Microsoft Certified Partner and Microsoft .NET developer.
7. Internet connection via dedicated OC3 with unfettered bandwidth and redundant connections. Vendor does not lock CVB site bandwidth to a maximum throughput; CVB has access to all available bandwidth and is not charged based on data transferred.
8. Load balancing service as needed.
9. Servers are owned and operated by vendor and are single application servers; CVB does not need to purchase equipment. Vendor provides disk space for housing all applications, websites, log files (minimum of 2 years) and necessary database files. Vendor will not charge for increased file storage needs or website growth.
10. Microsoft Windows 2003 or greater hosting platform running IIS.
11. Three-tier development environment with source control; developers program on their own servers, which then sync to the staging environment where the CVB can review and test. Once approved, developers sync to the live server environment.
12. UPS power protection for line conditioning.
13. Redundant power with real-time transfer switches for completely redundant power.
14. Redundant climate control systems in NOC.
15. Firewall and network intrusion detection system server with active packet monitoring, logging and reporting.
16. All Web server, SQL and DNS administration and maintenance are included in hosting and managed services contract.

SECTION E – SCOPE OF WORK(CONT'D)**Hosting (Cont')**

17. Leasing of all proprietary programming and site-related software; CVB has access to the to the vendor's development toolkit as long as they are inside the respondents development and hosting environment.
18. Daily full back-up of SQL databases.
19. SQL incremental back-ups every 15 minutes to redundant SQL server.
20. Weekly SQL server data integrity verification.
21. Nightly back-up of all website information.
22. Off-site, fire-safe storage of website and SQL database information

IT Support

1. Hardware: evaluation, purchase, installation, support, maintenance, network troubleshooting and server patching.
2. Evaluation, recommendation and potential purchase, installation and support of systems and software as directed by the CVB.

FTP Management

1. Set-up and management of FTP file access folders (both public and password protected) for distributing large files to outside partners as needed.

Marketing and Advertising

1. Ability to support custom email campaigns as directed by the CVB and in support of marketing initiatives and goals, including creation, testing, deployment, list rental, reporting, etc. of email programs.
2. Ability to support dynamic online industry partner advertisement placement on the CVB website(s) and/or work with 3rd party vendor(s) to accomplish.
3. Work with CVB ad agency and the CVB to coordinate branding and art design as related to electronic communications, including websites and electronic mailings, to ensure consistent messaging and branding.
4. Create and format digital photography, illustrations, artwork, slideshows, presentations, etc. for use on websites or other electronic media.

C. Mandatory Information:

Respondents are expected to submit the following information for evaluation.

1. Introduction

- a. The content of this section shall be at the discretion of the respondent (2 pages max).

2. Company Data

- a. Company name and address as authorized to do business in Florida.
- b. Contact name(s) of the person or corporate officer authorized to execute contracts.
- c. Company ownership, organizational structure and subcontractor list.

SECTION E – SCOPE OF WORK (CONT'D)

D. Evaluation Criteria:**1. Qualifications and Methodology (400 pts.)**

- a. Demonstrated ability to design, build, deploy and manage custom application & website systems as required by the CVB, including associated database systems.
- b. Demonstrated ability to provide fully managed hosting services as required under the Hosting section of this RFP.
- c. Demonstrated ability to provide IT support and FTP management functions as described in this RFP.
- d. Demonstrated ability to provide Marketing and Advertising related services as described in this RFP.
- e. Demonstrated ability to integrate services and functionality within the Microsoft environment, specifically .NET.
- f. List all Microsoft technologies that you have working experience and can leverage to timely meet the needs of the CVB.
- g. Provide a detailed description of your process methodology for designing, developing, implementing and managing Internet applications and databases.
- h. Ability to provide knowledge of standards and guidelines for governmental websites and the American with Disabilities Act (ADA) section 508.
- i. Describe your process and abilities in servicing the CVB. Include your communications process, meetings process, reporting and accounting of development schedules and any other relevant information that demonstrates your ability to provide timely deliverables cost effectively.

2. Personnel and Management (200 pts.)

- a. List all applicable personnel and the services they would provide to the CVB. Only key personnel who will be directly responsible for daily project management, technical support, application development, website support, database management, creative & design services and accounting are to be identified. Please also document the qualifications and experience of all key personnel. Preference will be given to respondents who have personnel with appropriate science backgrounds.
- b. CVB expects personnel to be available to work on application and website development projects without interference from ongoing contractual obligations that the respondent may have. CVB expects a dedicated project manager for direct communications on any issues as well as timely completion of work tasked.

Company overview: Include date of establishment and relevant work experience to include services provided and special recognition/industry awards (2 pages max).

Company outsourced partners. Please list and detail all companies that you may partner or subcontract with to provide CVB services. Document specific capabilities and type of work provided by each partner

3. Experience (300 pts.)

- a. Provide a detailed description of work experience from projects utilizing the same technology requirements of the CVB within the last five years. A minimum of three (3) must have been conducted by personnel identified in Section 2. Please document the contributions by each key personnel.
- b. Describe your key abilities and experience working with government organizations and list which ones you have performed services outside Pinellas County Government.
- c. Provide three (3) recommendation letters from current or past customers.
- d. Provide a detailed client list. Identify if either current or past client.
- e. Provide five (5) client reference contacts with name, title, organization, phone and email for the CVB to contact.

SECTION E – SCOPE OF WORK (CONT'D)

D. Evaluation Criteria(Cont'd):**4. Cost (100 pts.)**

- a. Prices proposed by the respondent must be inclusive of all related expenses (and license fees) including travel; no additional travel or incidental expenses will be reimbursed.
- b. Provide an hourly rate for Internet application development and all associated services (database systems, IT support, marketing and advertising). Include a fee schedule, if applicable, for all other services available.
- c. Provide a fixed price per year (payable monthly) for Web/FTP/Application hosting and managed services, inclusive of all maintenance and support costs.
- d. CVB prefers to conduct certain project work on a fixed-fee basis. Please describe your process for developing a fix-fee proposal for CVB projects.

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS
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Proposal Title: Technology Marketing Program--CVB
Proposal No.: 078-0530-P (LN)

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

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

Proposals are to be submitted to:

Pinellas County Purchasing Department
400 S. Ft. Harrison Avenue
6th Floor
Clearwater, FL 33756

by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and eight (8) copies.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

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

☐ Exempt
payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

Proposal Title: Technology Marketing Program--CVB
Proposal No: 078-0530-P (LN)

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

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

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

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category 'Current Bids'.

SECTION H – NO BID STATEMENT

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

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

We, the undersigned have declined to submit a proposal for RFP No. **078-0530-P (LN)** for:
Technology Marketing Program--CVB

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SAMPLE AGREEMENT

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

WITNESSETH:

WHEREAS, County has previously determined that it has a need for _____; and

WHEREAS, County solicited competitive proposals for such services pursuant to Pinellas County Request for Proposal No. _____ (hereinafter RFP); and

WHEREAS, County awarded the Proposal to Contractor; and

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

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

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

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

3. Term of Agreement/Option of Renewal. This contract shall be in effect for _____ months from the date of execution and any extension thereof. This contract may be renewed subject to execution of a written agreement between the County and successful proposer for up to ____ () additional () _____ month period(s) beyond the primary contract period. This option shall be exercised only if all prices, terms and conditions remain the same, and approval is granted by the Board of County Commissioners.

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

5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the RFP. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County

within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a proposer that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

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

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

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

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

7. Compensation. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Request for Proposal. Prices shall remain firm for the duration of the contract.

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

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

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

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the

"Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

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

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

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

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

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

- c. Contractor's Bond(s), required in Section B of the Request for Proposal;
- d. Contractor's Bid

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

IN WITNESS WHEREOF THE parties herein have executed this Agreement for _____ pursuant to Bid No. _____ as of the day and year first written above.

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

CONTRACTOR

Chairman

President/(name)

[Corporate Seal]

ATTEST:
KEN BURKE

ATTEST:

By: _____
Deputy Clerk

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:

Office of the County Attorney

DOCUMENT4

4/15/99

SAMPLE AGREEMENT