

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

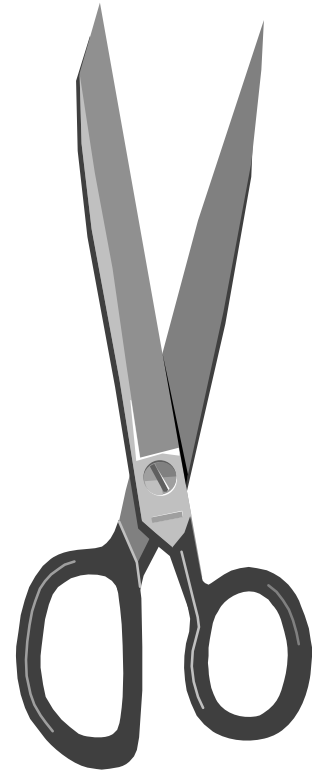
SEALED PROPOSAL NO.: 089-0386-P (LN)

PROPOSAL TITLE: **PARKING METERS(PAY & DISPLAY/
MULTI-SPACE) - DELIVERY & INSTALLATION (RE-BID)**

DUE DATE/TIME: **JULY 14, 2009 @ 3:00 p.m.**


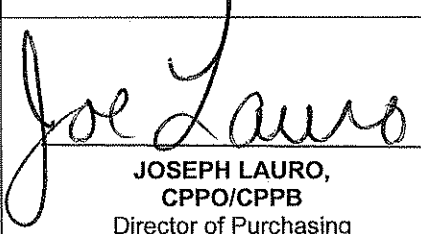
SUBMITTED BY: _____
(Name of Company)

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 – 6 TH FLOOR CLEARWATER, FL 33756		<h1 style="margin: 0;">REQUEST FOR PROPOSAL</h1>
ISSUE DATE: June 16, 2009	PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED	
TITLE: PARKING METERS (PAY & DISPLAY/MULTI-SPACE) - DELIVERY & INSTALLATION (RE-BID)	RFP NUMBER: 089-0386-P (LN)	
SUBMITTAL DUE: July 14, 2009 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.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: July 2, 2009 BY 12:00 P.M. SUBMIT QUESTIONS TO: LUCY NOWACKI AT lnowacki@pinellascounty.org Phone: 727-464-3766 Fax: (727) 464-3925		
COMMISSIONERS CALVIN D. HARRIS - CHAIRMAN KAREN WILLIAMS SEEL - VICE CHAIRMAN NANCY BOSTOCK NEIL BRICKFIELD SUSAN LATVALA JOHN MORRONI 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 **45** (PER F.S. 218.70) *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: _____ CONTACT 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.

PRINT NAME: _____

EMAIL ADDRESS: _____

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

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

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SEE PAGE 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 E of the RFP. Proposers will ordinarily not be suggested for award/ranking of firms or oral presentations if a score of at least eighty percent (80%) of the total points available is not achieved through evaluation.

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

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

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.

1. 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.

2. 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.

3. 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.

4. 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**5. 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.

6. 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.

(h) *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: Parking Meters (Pay & Display/Multi-Space) - Delivery & Installation (Re-Bid)
Proposal Number: 089-0386-P (LN)

1. INTENT:

The Pinellas County Department of Culture, Education, and Leisure seeks to establish a contract for Pay and Display/Multi-Space Parking Meters to include complete set-up, training, delivery and installation. The initial order is for twelve (12) meters with the intention of purchasing additional meters during the term of this contract. However, no quantities are guaranteed.

2. PROPOSAL REQUIREMENTS:

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

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

3. EVALUATION CRITERIA:

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

4. PRICING/PERIOD OF CONTRACT:

Prices shall be held firm for the duration of the contract unless changed during the negotiations of the contract. Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for the period of one (1) year from the date of execution of the agreement unless otherwise indicated.

5. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and the successful proposer(s) for an additional **three (3) twelve (12)** month period beyond the primary contract period. Term extensions will allow for price adjustments in an amount not to exceed the average of the Producer Price Index-Commodities (PPI), all commodities, Series Id: WPU0000000, Not Seasonally Adjusted, for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

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 extension period, the vendor's request for adjustment should be submitted at time of the extension 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 extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered.

6. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original and **five (5)** copies with the 'Original' clearly marked.

SECTION B - SPECIAL CONDITIONS (CONT'D)
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7. ITEMS TO BE RETURNED WITH PROPOSAL:

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

8. TIME LINE:

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

Date	
June 16, 2009	Advertising & Publishing RFP
N/A	Pre-proposal Conference
July 2, 2009	Deadline for Questions/Clarifications
July 14, 2009	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
TBD	Evaluation of the RFP
TBD	Recommendation due to Purchasing from CEL
TBD	Submit recommendation to County Administrator for Award of Contract

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

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

- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
- (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
- (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- (4) Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$500,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
- (5) \$ combined single limits, personal injury and/or bodily injury, including death, and property damage liability insurance as an excess of the primary coverage required above.

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

- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
- (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

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

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

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

SECTION D - VENDOR REFERENCES

**Proposal Title: Parking Meters (Pay & Display/Multi-Space) - Delivery & Installation (Re-Bid)
Proposal Number: 089-0386-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: Parking Meters (Pay & Display/Multi-Space) - Delivery & Installation (Re-Bid)
Proposal Number: 089-0386-P (LN)

A. OBJECTIVE:

The Pinellas County Department of Culture, Education, and Leisure is seeking proposals from qualified vendors to purchase up to twelve (12) Parking Meters, to include complete set-up, delivery, installation and training. Additional meters may be purchased in the future per the terms of the contract. The parking meters will be used at various 24 hour Pinellas County boat ramps and beach access parking areas including:

Park	Address	Available Parking Spaces
Anderson	39699 US Hwy 19 N. Tarpon Springs, FL	60
Chestnut	2200 East Lake Road Palm Harbor, FL	81
Fort DeSoto	3500 Pinellas Bayway S. Tierra Verde, FL	300
Lake Seminole	10015 Park Blvd. Seminole, FL	75
Madeira Beach Access	14400 Gulf Blvd., Madeira Beach, FL	100
Park Blvd Boat Ramp	18651 Gulf Blvd. Indian Shores, FL	68
Philippe	2525 Philippe Parkway Safety Harbor, FL	28
Sutherland Bayou	2199 US Alt 19 N Palm Harbor, FL	40
War Veteran's Memorial	9600 Bay Pines Blvd. Largo, FL	165

B. SCOPE OF WORK:

Parking meters are an important and significant source of revenue for Pinellas County and as such we require a reliable and dependable machine. Equipment should be able to function in extreme outdoor conditions without failure.

1. Units shall include pedestal, cabinet, and all mounting hardware necessary for complete installation to concrete pad provided by County.
2. The meters must be designed for pay by space and pay by display capability.
3. High contrast high resolution display capable of being viewed in direct sunlight and low light conditions.
4. Housing/stand must be sealed weather tight with powder coated corrosion resistant cabinet, stainless steel cabinet, or option with guaranteed replacement at vendor's cost for the life of machine resultant of corrosion or diminished appearance.
5. Multi-directional bill acceptance.
6. Solar powered kiosk with AC power support
7. Daily fee rate structure with ability to purchase multiple day pass.
8. One extra coin and cash collector per machine
9. Flush mounted credit card reader without ingesting card.
10. Real time processing and reporting (Vendor to provide size(s) offered including, contrast ratio and resolution.
11. Web-based software for meter management, updates, polling, and reporting.
12. Web enabled account access.
13. Software upgrades and maintenance via wireless connectivity for updates including newly released currency.
14. Real-time, wireless credit card processing, self-diagnostics and warnings, and anti-theft alerts
15. User ability to adjust fee schedule, receipt display and panel display via wireless connectivity.
- Hosting of information systems and electronic payment processing with assurance for security, business continuity, and
16. Disaster recovery best practices.

SECTION E – SCOPE OF WORK (CONT'D)

17. Payment Card Industry (PCI) compliant – third party validation under Data Security Standards
18. Identify fee amounts for monthly wireless, server support, licenses, set up, service calls, or any other applicable charges beyond machine price.
19. Customer receipt shall include at a minimum: unique serial number, machine number, transaction date, expiration date, amount paid, amount due (In order that overpayments may be credited), no change-making capabilities, and be programmable remotely.
20. Toll free telephone assistance between 7AM – 7PM EST for County staff (not public)
21. Report capability to:
 - a. Produce monthly accounting of all connectivity outages including an agreement from Vendor that a credit of monthly service fees will occur when outages exceed 48 hours. (see attached)
 - b. Select day and time period with the minute to correspond to machine receipt tape
 - c. Report each transaction, ID, time, fee tax, total, method of payment
 - d. Report transactions by machine
 - e. Report transactions by location
 - f. Report transactions by method of payment
 - g. Report credit card transactions settled and unsettled
 - h. Report fee, tax and total per transaction
 - i. Ability to process credit card refunds
 - j. Report for refunds/credits
 - k. Ability to identify transactions on credit card sales affected by lost connectivity (i.e. credit card swiped on 1/23/09 due to lost connectivity charge does not appear until six weeks later and customer billing)
 - l. Wireless access and reporting for enforcement personnel
22. Receipt printer must be legible, thermal printers have proven unreadable over a short period of days. Vendor to provide ten (10) rolls of receipt paper with each machine.
23. One year service agreement for machine failures to include all parts and labor.
24. All replacement components shall be readily available from a local distributor. In the event that the local distributor is temporarily out of stock, additional components shall be available for within twenty-four (24) hours via overnight delivery
25. The County requires an eight (8) hour response time from the time the call is reported to the contractor's service center, after which time an assessment will be made of \$100.00 per day (24 hours) by the County for non-responsiveness.
26. Optional one (1) year extended maintenance agreement. **Provide copy of agreement with bid submittal.**

C. PROPOSAL FORMAT AND EVALUATION CRITERIA:

Proposal Organization: Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

1. Experience and Qualifications -

- a. Describe history of firm including years of experience.
- b. Provide detailed list of projects successfully completed within the previous three (3) years.
- c. Stability in specific industry
- d. Experience statement including knowledge of industry

2. Service/Responsiveness - Support Plan -

- a. Training and education plan to include set-up.
- b. Approach to diagnose and repair operational and technical problems.
- c. Provide complete replacement parts list with prices, including a pricing discount on all maintenance and repair materials, parts and supplies. This pricing is for future repairs, etc. - not components required for initial product offered.
- d. Ability to provide factory trained maintenance staff.
- e. Provide designated authorized service providers contact information within state of Florida including their resume of experience with the product.
- f. Response time.
- g. Maintenance.

SECTION E – SCOPE OF WORK (CONT'D)

3. Costs - (Attachment A)

a. Provide total cost of meter including but not limited to: shipping charges, installation, training, monthly fees including server fees, software updates and wireless communication, service agreement inclusive of all parts and labor on the Attachment A.

4. Product Availability & Capabilities -

Propose a scheduling methodology for effectively managing and executing the work in a timely manner. Such timeline information and proposed dates shall include, but not necessarily be limited to:

- Delivery
- Installation
- Diagnostic testing
- Training of key personnel
- Describe ease of operation.
- Professional appearance of hardware/graphics.
- Sample receipt and reports

5. Approach:

Address the services proposed by your firm and your implementation plan for this contract. Proposer will address the required services noted in this RFP, and how your firm plans to provide them.

1. Experience and Qualifications	200 Points
2. Service/Responsiveness-Support Plan	400 Points
3. Costs	200 Points
4. Product Availability and Capabilities	150 Points
5. Approach	50 Points

TOTAL**1000 Points**

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS

Proposal Title: Parking Meters (Pay & Display/Multi-Space) - Delivery & Installation (Re-Bid)
Proposal Number: 089-0386-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 FIVE (5) copies.

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> 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)		

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

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 ▶
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Detach on the perforation

STATEMENT ON USE OF SOCIAL SECURITY NUMBERS

The Clerk of the Court collects social security numbers as required or permitted by law. We are committed to protecting sensitive information and will disclose social security numbers to independent parties only as legally required.

Purposes for which we collect social security numbers include:

- Compliance with record-keeping and tax reporting to federal, state and local agencies;
 - Classification of accounts;
 - Identification and verification;
 - Billing and payments;
 - Data collection;
 - Reconciliation;
 - Tracking; and
- Applications for home solicitation permits, marriage licenses and passports as required by state or federal law.

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

**Proposal Title: Parking Meters (Pay & Display/Multi-Space) - Delivery & Installation (Re-Bid)
 Proposal Number: 089-0386-P (LN)**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/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. **089-0386-P (LN) for Parking Meters (Pay & Display/Multi-Space) - Delivery & Installation (Re-Bid)**

- 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: _____

Attachment A

COSTS

Manufacturer Name:	
Model Number	
Set-Up	\$
Training	\$
Installation	\$
Monthly Fees:	
Server Fees	\$
Credit Card Validations:	\$
Airtime Fees:	\$
Licensing Fees:	\$
Wireless Communications	\$
Software Updates	\$
One (1) Extra Coin and cash collector	\$
Service Agreement (1 year)	\$
Service Agreement - Year 2	\$
Service agreement - Year 3	\$
Service Agreement- Year 4	\$
Service Agreement - Year 5	\$
Receipt Paper Additional Rolls	\$

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2009 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

DOCUMENT9

4/15/99

SAMPLE AGREEMENT

**BOARD OF COUNTY
COMMISSIONERS**

NANCY BOSTOCK
NEIL BRICKFIELD
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: PARKING METERS(PAY & DISPLAY/MULTI-SPACE) -
DELIVERY AND INSTALLATION (RE-BID)

PROPOSAL NUMBER: 089-0386-P (LN)

PROPOSAL SUBMITTAL IS DUE: July 14, 2009 @ 3:00 PM

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

1) Page 22 of the re-bid, the pricing page, there is no apparent place to enter the price of the meter in Attachment A. Should we use the space at the bottom of the page to outline the upfront cost of the meter that the County is asking for?

Answer: See Revised Attachment A. The intent of this page is to capture all applicable costs related to operation of the machines beyond the purchase price.

2) Page 15 of the RFP – Scope of Work, #2 – “Meters must be designed for pay by space and pay and display capability”. This does not jive with the title of this bid, which implies that the county wants Pay and Display meters. Would you please clarify?

Answer: The County desires machines with the capacity to perform either pay by space or pay and display.

3) Page 15 of the RFP – Scope of Work, #6 – Multi-Space meters typically run off of battery power and have only the AC or solar panel to recharge the battery. Having both AC and Solar power sources would be redundant and unnecessarily increase your upfront and ongoing costs. We would suggest amending this specification, because of your location, to simply having a solar powered meter with a battery back-up.

Answer: We desire battery operation with solar panel recharge.

4) Page 15 of the RFP – Scope of Work, #10 – This specification is asking for two separate responses, one regarding credit card processing and the other regarding the meters display, that are apparently not related. Would you please review and clarify?

Answer: The second sentence should be a separate line item.

5) Page 15 of the RFP – Scope of Work, #15 – The last sentence simply ends with and. Would you please review and provide the completed sentence? It appears that #16 is the completed portion of the sentence, but we just want to verify. Thank you

Answer: Sentence continues through #16.

6) Page 16 of the RFP – Scope of Work, #19 – Overpayments and proper crediting is mentioned. Would the County simply like their new meters and their rate structures to simply not allow overpayment? This will save on customer complaints, phone calls, etc.

Answer: We would like to accommodate over payments while not providing change. This can be performed as an administrative function if the receipt indicates the amount due and amount paid. This feature is currently offered.

7) What is required for installation of the meters, i.e., are there existing concrete pads, and if so, how many?

Answer: See Section E, B. #1

8) Will any of the meters require electrical power/conduit to be provided, and if so, how many?

Answer: No.

9) May suppliers/vendors add additional line item prices to the RFP Price Proposal Page for clarification? If not, may this information be provided on a separate Addendum?

Answer: Yes.

10) Per Section E - Scope of Work, Section A 'Objective' asks for the provision and installation of twelve (12) pay stations and lists nine (9) Parks. Please define how many pay stations will be required for each park.

Answer: Two machines at War Veteran's and Ft. De Soto. We are undecided on the location of the 12th machine.

11) Per Section E - Scope of Work, Section B, item #4 states the provision of 'powder coated corrosion resistant cabinet, stainless steel cabinet'. Would a powder coated galvanized cabinet be acceptable?

Answer: Yes, however the vendor will have to guarantee replacement for the life of the machine should the cabinet become corroded.

12) Per Section E - Scope of Work, Section B, item #6 states that the units be 'Solar powered kiosk with AC power support.' Would a solar power charging a battery only be acceptable?

Answer: Yes.

13) Per Section E - Scope of Work, Section B, item #10 describes real time processing and reporting then states 'Vendor to provide size(s) offered including, contrast ratio and resolution.' Are you looking for a sample of the reports?

Answer: #10 should read "Real time processing and reporting." The remainder of the line applies to #3.

14) Per Section E - Scope of Work, Section B, item #15 seems to be an unfinished statement. Could you please clarify?

Answer: See #5

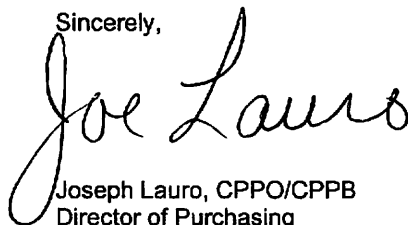
15) Per Section E - Scope of Work, Section B, item #21, c and h reference reporting of fee taxes and taxes per transaction. Are you requiring the taxes to be a separate line item on the reports? If so, please identify what the tax rate will be.

Answer: The tax rate has the potential to change; subsequently the software and machine will need to be adaptable. Currently the sales tax is 7%.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 20 under Addendum No. 1 and return with completed bid package.

Sincerely,

A handwritten signature in cursive script that reads "Joe Lauro". The signature is written in black ink and is positioned above the printed name and title.

Joseph Lauro, CPPO/CPPB
Director of Purchasing

Revised Attachment A

COSTS

Manufacturer Name:	
Model Number	
Meter Cost (each)	\$
Set-Up	\$
Training	\$
Installation	\$
Monthly Fees:	
Server Fees	\$
Credit Card Validations:	\$
Airtime Fees:	\$
Licensing Fees:	\$
Wireless Communications	\$
Software Updates	\$
One (1) Extra Coin and cash collector	\$
Service Agreement (1 year)	\$
Service Agreement - Year 2	\$
Service agreement - Year 3	\$
Service Agreement- Year 4	\$
Service Agreement - Year 5	\$
Receipt Paper Additional Rolls	\$