

## EXECUTIVE SUMMARY

**Recommendation to award Invitation to Bid #16-6566, Media Monitoring to Cision US Inc. and make a finding that this expenditure promotes tourism.**

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**OBJECTIVE:** To award ITB #16-6566 to Cision US Inc. for Media Monitoring Services on behalf of the Tourism Division.

**CONSIDERATIONS:** Media Monitoring is a highly specialized service that is only provided by a handful of companies nationwide. This is a very important tool for the Tourism Division Public Relations staff to analyze the output of print, online, broadcast and social media editorial coverage of tourism activities in our community. The monitoring service entails evaluating, reporting and republishing, with permission, the analytics of our promotional efforts world-wide.

ITB #16-6566 for media monitoring services was posted on Tuesday, January 5, 2016. E-mail notices were sent to 376 firms with 46 firms downloading the full solicitation package. Three bids were received by the posted deadline of Tuesday, January 19, 2016. One bidder was found non-responsive.

The results of the solicitation responses are summarized on the attached bid tab sheet.

Staff recommends award of this solicitation to the lowest responsive bidder, Cision US Inc. If approved, staff will issue a purchase order for 12 months of service with the aforementioned vendor. The Procurement Director has approved the Cision US Inc. proposed agreement (attached) pursuant to the County's Procurement Ordinance No. 15-37.

**FISCAL IMPACT:** The four quarterly installment payments of \$2,866.88, for a total annual amount of \$11,467.50 is covered in the Tourism Divisions' Board approved FY 16 budget in Fund 184, Contracted Services.

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

**LEGAL CONSIDERATIONS:** This item has been approved as to form and legality and requires majority vote for approval. – CMG

**RECOMMENDATION:** That the Board approves the award of Invitation to Bid #16-6566 to Cision US Inc. for Media Monitoring Services and make a finding that this expenditure promotes tourism.

Prepared by: Jack Wert, Tourism Director

Attachments: Solicitation, Bid Tab, Proposal, Agreement



## INVITATION TO BID

**Date:** 01/05/2016

**From:** Adam Northrup  
(239) 252-6098 (Telephone)  
(239) 252-6302 (FAX)  
adamnorthrup@colliergov.net (Email)

**To:** Prospective Vendors

**Subject:** **Solicitation: 16-6566 – Media Monitoring**

As requested by the Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB), the Collier County Board of County Commissioners Purchasing Department has issued this ITB for the purpose of obtaining fair and competitive responses.

Please refer to the Public Notice included in this document for the opening date and time and any applicable pre-ITB conference.

All questions regarding this ITB must be submitted online on the Collier County Purchasing Department Online Bidding System website: [www.colliergov.net/bid](http://www.colliergov.net/bid). All responses to questions will be posted on the website with electronic notification to all prospective vendors.

We look forward to your participation in Collier County's competitive procurement process.

cc: Jack Wert



## Invitation to Bid

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## Public Notice

Sealed bid responses for **Solicitation 16-6566 – Media Monitoring**, will be received electronically only at the Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112 until **3:00PM**, Collier County local time on 1/19/2016. Solicitation responses received after the stated time and date will not be accepted.

### **Solicitation 16-6566 – Media Monitoring**

All questions regarding this ITB must be submitted online on the Collier County Purchasing Department Online Bidding System website: [www.colliergov.net/bid](http://www.colliergov.net/bid). All responses to questions will be posted on the website with electronic notification to all prospective vendors.

All solicitation responses must be made on the official ITB response form included and only available for download from the Collier County Purchasing Department Online Bidding System website noted herein. **ITB Documents obtained from sources other than Collier County Purchasing may not be accurate or current.**

Collier County encourages vendors to utilize recycled paper on all manual bid response submittals.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

BY: /s/ Joanne Markiewicz  
Director, Procurement Services Division

Publicly posted on the Collier County Purchasing Department website:  
[www.colliergov.net/purchasing](http://www.colliergov.net/purchasing) and in the lobby of the Purchasing Building on 01/05/2016.

## **Exhibit I: Scope of Work, Specifications and Response Format**

As requested by the Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB) (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Invitation to Bid (hereinafter, "ITB") with the intent of obtaining bids from interested and qualified firms in accordance with the terms, conditions and specifications stated or attached. The Vendor, at a minimum, must achieve the requirements of the Scope of Work and specifications stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Purchasing Policy.

### **Background**

The Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB), a division of Collier County, Florida Government, is interested in identifying and contracting a service agreement with a company that provides web-based media monitoring, analytics and database services. Historically, County departments have spent approximately \$12,000.00.

### **Scope of Work**

The CVB seeks a provider for an integrated media monitoring and database service with the following options.

1. Easy to navigate media monitoring system offering coverage of North American media that includes integration with a North American media and social influencer database. Seeking system that includes monitoring of print media, online media, broadcast media and social media as well as a media database for creation of targeted media and social influencer lists, with fast access to specific journalists including editorial suggestions and opportunities and a minimum of 2,500 emails.
2. Full integration of media contacts with media and social media monitoring to track and report outreach efforts.
3. Advanced search options using multiple keywords and the ability to eliminate certain coverage not relevant to the CVB.
4. Ability for the system to recommend digital influencers, bloggers and journalist's accounts to pitch specific stories and to follow on social media including Twitter and Facebook based on the CVB's key messages.
5. Media monitoring and social media dashboards tailored to individual users to manage workflow and access to report creation.
6. Ability to easily share media coverage content with tourism partners/clients (non-public) mentioned in stories we generate.
7. Unlimited storage of clips and reports.
8. Flat fee structure with no maximum or minimum number of story clips per month.
9. Multiple user access (2 minimum) with option to add additional users
10. Ability to pre-set coverage categories for tracking of campaigns and projects for up to 10 at a time. Explain cost structure to achieve project tracking

11. Ability to do back searches for previous months or years. Explain policy and length of time allowed.

A qualified/responsive bidder will comply with the following:

- Offer quarterly or monthly billing; no pre-payments, one-time payments or upfront payments to initiate services
- Be a media monitoring service company with greater than 3 years experience in providing these services.
- Experience working with state or local Government agencies for more than 3 years.
- Provide credible advertising equivalency as part of the monitoring and analytics to measure value of earned media coverage.
- Provide Comprehensive media monitoring system providing the ability to monitor, publicize and analyze:
  - Print – national press.
  - Print – option to add international press. Is this service available, and if so, is it included or offered at an additional cost? (yes or no)
  - Online – social media including coverage of websites, blogs, Facebook, Twitter, and other platforms.
  - Broadcast media – North American television TV including at least 150 DMAs (designated market areas).
  - Broadcast media – option to add North American radio.
  - International broadcast media

### **Term of Contract**

The contract term, if an award(s) is/are made is intended to be for one (1) year with three (3) one (1) year renewal options.

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made prior to the contract anniversary date, in writing, to the Procurement Director. Price adjustments are dependent upon the consumer price index (CPI) over the past twelve (12) months, budget availability and program manager approval.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

### **Award Criteria**

ITB award criteria is as follows:

- All questions on the Bid document shall be answered as to price(s), time requirements, and required document submissions.
- Award shall be based upon the responses to all questions on the Bid Response Page(s).
- Further consideration may include but not be limited to, references, completeness of bid response and past performances on other County bids/projects.
- Prices will be read in public exactly as input on the electronic bid response form or written on the manually submitted Bid Response Page(s) at the time of the bid opening; however, should

an error in calculations occur whenever unit pricing and price extensions are requested, the unit price shall prevail. Mathematical miscalculations may be corrected by the County to reflect the proper response.

- The County's Purchasing Department reserves the right to clarify a vendor's proposal prior to the award of the solicitation.
- It is the intent of Collier County to award to the lowest, qualified and responsive vendor(s) in accordance with the following methodology:

Determination of a qualified bidder is at the sole discretion of the County and will be determined by the answers to the questions in Attachment 8: Vendor Questionnaire.

This solicitation will be awarded based on the lowest line 9 total (total base bid) for the products/services list on Attachment 1: Vendor Response form. Line 9 is calculated multiplying the unit prices of lines 1-8 by the quantity to yield the total for each line. Then by adding together those totals for lines 1-8 to yield line 9, Base bid total. (section 1).

The Blank line lines in section 2, alternate bid, are provided if there are additional services offered by your company. Any items under section 2 are not included in the award formula. **DO NOT INCLUDE SURCHARES IN THIS SECTION.** Any surcharges and fees should be incorporated into the pricing structure of section 1.

**ANY ITEMS IN SECTION 2 ARE NOT CONSIDERED IN THE AWARD FORMULA.**

- Collier County reserves the right to select one, or more than one suppliers, however, it is the intent to select a single awardee.
- The County reserves the right to issue a formal contract or standard County Purchase Order for the award of this solicitation.
- The resultant contract(s) may include purchase or work orders issued under one, or any combination of price methodologies by the County's project manager:

**Time and Materials:** the County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's mark up). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project. Generally speaking, the County assumes the project risk, the administration is more time consuming, and the County pays for the labor efforts and materials used to complete the project, including changes due to unforeseen conditions.

**Unit Price:** the County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification required).

## Term of Contract

The contract term, if an award(s) is/are made is intended to be for one (1) year with three (3) one year renewal options.

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made prior to the contract anniversary date, in writing, to the Procurement Director. Price adjustments are dependent upon the consumer price index (CPI) over the past twelve (12) months, budget availability and program manager approval.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

### Projected Timetable

Event	Date
Issue Solicitation Notice	01/05/2016
Last Date for Receipt of Written Questions	01/14/2016; 3:00PM
Solicitation Deadline Date and Time	01/19/2016; 3:00PM
Anticipated Evaluation of Submittals	Week of 01/25/2015
Anticipated Board of County Commissioner's Contract Approval Date	February 2016

### Vendor Required Documents

- Attachment 2: Vendor's Check List
- Attachment 3: Vendor Bid Response Form
- Attachment 4: Local Vendor Preference
- Attachment 5: Immigration Law Affidavit
- Attachment 6: Vendor Substitute W-9
- Attachment 7: Insurance and Bonding Requirement
- Attachment 8: Vendor Questionnaire



## Exhibit II: General Bid Instructions

### 1. Purpose/Objective

As requested by the Collier County departments or divisions identified in Exhibit 1, the Collier County Board of County Commissioners Purchasing Department (hereinafter, the County) has issued this Invitation to Bid (hereinafter, the "ITB", or "Bid") with the sole purpose and intent of obtaining bid responses from interested and qualified firms in accordance with the terms, conditions, and specifications stated and/or attached herein/hereto. The successful vendor will hereinafter be referred to as the "Vendor"

**All bids must be submitted on the Bid form furnished by the County noted in Attachments 2, 3, 4, 5, 6, and 7 of this ITB. No bid will be considered unless the Bid form is properly signed.** Vendor is responsible to read and follow the instructions very carefully, as any misinterpretation or failure to comply with these instructions could lead to the bid submitted as being rejected as non-responsive.

### 2. Pricing

Vendors must provide unit prices using the unit of measured specified by the County. All prices will remain firm for a period of one hundred and eighty (180) calendar days from date of bid opening. After award by the Board of County Commissioners, prices may only be adjusted as outlined in Exhibit I: Term of Contract.

### 3. Alternate Bid Pricing

In the event that alternate pricing is requested, it is an expressed requirement of the bid to provide pricing for all alternates as listed. The omission of a response or a no-bid or lack of a submitted price will be the basis for the rejection of the submitted bid response. All bids responses received without pricing for all alternates as listed will be considered technically non-responsive and will not be considered for award.

### 4. Equal Product

Manufacturer's name, brand name and/or model number are used in these specifications for the purpose of establishing minimum requirements of level of quality, standards of performance and/or design required, and is in no way intended to prohibit the bidding of other manufacturer's items of equal or similar material. An equal or similar product may be bid, provided that the product is found to be equal or similar in quality, standard of performance, design, etc. to the item specified. Where an equal or similar is bid, the Bid must be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) and test results, if applicable, of unit bid as equal or similar.

Equal product samples, if required for evaluation, and at no cost to the County, must be submitted with Bid. Unless otherwise directed in the solicitation, the bid will not be considered unless samples are delivered to specified address by bid due date. The County shall be sole judge of equality or similarity, and its decision shall be final in the best interest.

## 5. **Discounts**

Any discounts or terms must be shown on the Bid form. Such discounts, if any, may be considered in the award of tie bids. In no instance should payment terms less than fifteen (15) calendar days be offered.

## 6. **Exceptions**

Vendors taking exception to any part or section of these specifications shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS." Failure to indicate any exceptions to the specifications shall be interpreted as the Vendors intent to fully comply with the specifications as written. The County, at its sole discretion, shall determine if the exceptions are material in nature, and if the Vendor's exceptions may be declared grounds for rejection of bid proposal.

## 7. **Addenda**

The County reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed electronically to all parties who received the original bid specifications prior to the deadline for submission of Bids. All changes to this ITB will be conveyed electronically through a notice of addendum or questions and answers to all vendors registered under the applicable commodity code(s) at the time when the original ITB was released, as well as those vendors who downloaded the ITB document. Additionally, all addendums are posted on the Collier County Purchasing Department Online Bidding System website: [www.colliergov.net/bid](http://www.colliergov.net/bid). Before submitting a bid response, please make sure that you have read all, understood clearly and complied completely with any changes stated in the addenda as failure to do so may result in the rejection of your submittal.

## 8. **Bid Submission**

All electronic bids shall be submitted online via the Collier County Purchasing Department Online Bidding System: [www.colliergov.net/bid](http://www.colliergov.net/bid).

Vendors who wish to receive copies of bids after the bid opening may view and download same from the Collier County Purchasing Department Internet bid site.

## 9. **Questions**

If the vendor should be of the opinion that the meaning of any part of the Bid Document is doubtful, obscure or contains errors or omissions it should report such opinion to the Procurement Strategist before the bid opening date. Direct questions related to this ITB only to the Collier County Purchasing Department Internet website: [www.colliergov.net/bid](http://www.colliergov.net/bid). Questions will not be answered after the date noted on the ITB.

Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Purchasing Department Online Bidding System website. For general questions, please call the referenced Procurement Strategist identified in the Public Notice.

## 10. **Protests**

Any prospective vendor / proposer who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the Procurement Director prior to the time of the bid opening strictly in accordance with the County's then current purchasing ordinance and policies.

## 11. **Rejection and Waiver**

The County reserves the right to reject any and all bids, to waive defects in the form of bid, also to select the bid that best meets the requirements of the County.

Vendors whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements denoted may be rejected as non-responsive. Bids that do not meet all necessary requirements of this solicitation or fail to provide all required information, documents or materials may be rejected as non-responsive.

## 12. **Local Vendor Preference (LVP)**

The County is using the Competitive Sealed Quotation methodology of source selection for this procurement, as authorized by Ordinance Number 2013-69 establishing and adopting the Collier County Purchasing Ordinance.

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.

Under this solicitation, bidders desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.

*Competitive bid (local price match option).* Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a qualified and responsive, non-local business submits the lowest price bid, and the bid submitted by one or more qualified and responsive local businesses is within ten percent of the price submitted by the non-local business, then the local business with the apparent lowest bid

offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s), less one (1) dollar, offered by the overall lowest, qualified and responsive bidder. In such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the Purchasing Department shall determine if the lowest local bidder meets the requirements of Fla. Stat. Sec. 287.087 (Preferences to businesses with drug-free workplace programs). If the lowest local bidder meets the requirements of Fla. Stat. Sec. 287.087, the Purchasing Department shall invite the lowest local bidder to submit a matching offer, less one (1) dollar, within five (5) business days thereafter. If the lowest local bidder submits an offer that fully matches the lowest bid, less one (1) dollar, from the lowest non-local bidder tendered previously, then award shall be made to the local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest local bidder does not meet the requirement of Fla. Stat. Sec 287.087, and the lowest non-local bidder does, award will be made to the bidder that meets the requirements of the reference state law.

Bidder must complete and submit with their bid response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation.

**Failure on the part of a Bidder to submit this Affidavit with their bid response will preclude said Bidder from being considered for local preference on this solicitation.**

A Bidder who misrepresents the Local Preference status of its firm in a bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one (1) year.

The County may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

### 13. Immigration Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of County Commissioners

Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If**

**the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

**14. Lobbying**

All firms are hereby placed on NOTICE that the County Commission does not wish to be lobbied either individually or collectively about a project for which a firm has submitted a bid. Firms and their agents are not to contact members of the County Commission for such purposes as meetings of introduction, luncheons, dinners, etc. During the bidding process, from bid opening to final Board approval, no firm or its agent shall contact any other employee of Collier County with the exception of the Purchasing Department.

**15. Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)**

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority ([www.sunbiz.org/search.html](http://www.sunbiz.org/search.html)) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

**16. General Information**

When it is deemed by the County that a bid cannot be awarded as originally intended, the County reserves the right to award this bid through an approach which is the best interest of the County.

Alternate bids will not be considered unless authorized by the ITB. In case of identical bids tying as low bid, the County shall ask vendors to submit certification that they have a drug-free workplace in accordance with Section 287.087 Florida Statutes. Should all vendors provide said certification; the County will give local vendor preference.

**17. Bid Award Process**

Award of contract will be made by the Board of County Commissioners in public session.

Award shall be made in a manner consistent with the County's Purchasing Policy. Award recommendations will be posted outside the offices of the Purchasing Department as well as on the Collier County Purchasing Department website on Wednesdays and Thursdays prior to the County Commission meetings.

Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Procurement Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Procurement Director.

### Exhibit III: Standard Purchase Order Terms and Conditions

1. **Offer**

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. **Acceptance and Confirmation**

This Purchase Order (**including all documents attached to or referenced therein**) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. **Inspection**

All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. **Shipping and Invoices**

a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of

delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. **Time Is Of the Essence**

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights.

VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

**6. Changes**

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

**7. Warranties**

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

**8. Statutory Conformity**

Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

**9. Advertising**

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

**10. Indemnification**

VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

**11. Warranty of Non-Infringement**

VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

**12. Insurance Requirements**

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

**13. Compliance with Laws**

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on



the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

**14. Force Majeure**

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

**15. Assignment**

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

**16. Taxes**

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

**17. Annual Appropriations**

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

**18. Termination**

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and

conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

**19. General**

- a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.
- c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

## **Exhibit IV: Additional ITB Terms and Conditions**

### **1. Additional Items and/or Services**

During the contract term, Collier County reserves the right to add related items and/or services upon negotiation of a satisfactory price by the Project Manager and Vendor.

### **2. Conflict of Interest**

Vendor shall provide a list of any businesses and/or organizations to which the firm has any affiliation or obligations within the past five (5) years; whether paid or donated, which could be construed by the County as a conflict of interest. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

### **3. Vendor Performance Evaluation**

Collier County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of agreement.

### **4. Deductions for Non-Performance**

The County reserves the right to deduct a portion of any invoice for goods not delivered, or services not performed in accordance with requirements, including required timeframe. The County may also deduct, or chargeback the Vendor the costs necessary to correct the deficiencies directly related to the Vendor's non-performance.

### **5. Offer Extended to Other Governmental Entities**

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

### **6. Environmental Health and Safety**

All Vendors and Sub vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.

Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arc flash boundary and PPE Protective labels.

## **7. Florida Wood Products**

The Vendor/Contractor agrees to comply with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal.

## **8. Public Records Compliance**

The Vendor/Contractor agrees to comply with the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2) (a)-(d) and (3)), ordinances, codes, rules, regulations and requirements of any governmental agencies.

## **9. Standards of Conduct**

The Vendor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Vendor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

## **10. Protection of Property**

The Vendor shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Vendor or their Sub vendor in the performance of the required service, the Vendor shall repair/replace, to the County's satisfaction, damaged property at no additional cost to the County. If the damage caused by the Vendor or their Sub vendor has to be repaired/replaced by the County, the cost of such work will be deducted from the monies due the Vendor.

The County's project manager, shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

## **11. Prohibition of Gifts to County Employees**

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

## **12. Invoice and Payments**

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Purchase Order Number
- Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.

Invoices shall be sent to:

Board of County Commissioners  
Clerk's Finance Department  
ATTN: Accounts Payable  
3299 Tamiami Trail E Ste 700  
Naples FL 34112

Or emailed to: [bccapclerk@collierclerk.com](mailto:bccapclerk@collierclerk.com).

Collier County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods include:

- Traditional – payment by check, wire transfer or other cash equivalent.
- Standard – payment by purchasing card. Collier County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County's credit card for transactions relating to this solicitation. The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests may be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices should be submitted within the fiscal year the work was performed. (County's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

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

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

### 13. **Survivability**

**Purchase Orders:** The Consultant/Contractor/Vendor agrees that any Purchase Order that extends beyond the expiration date of the original Solicitation 16-6566 will survive and remain

subject to the terms and conditions of that Agreement until the completion or termination of this Purchase Order.

#### 14. Insurance Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements Attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Collier County Board of County Commissioners shall be named as the Certificate Holder. The "Certificate Holder" should read as follows:

Collier County  
Board of County Commissioners  
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding Requirements Attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

#### 15. Collier County Information Technology Requirements

All vendor access will be done via VPN access only. All access must comply with current published County Manager Agency (CMA) policies.

Current policies that apply are CMAs 5402, 5403 and 5405. These policies will be available upon request from the Information Technology Department. All vendors will be required to adhere to IT policies for access to the County network. Vendors are required to notify the County in writing twenty-four (24) hours in advance as to when access to the network is planned. Included in this request must be a detailed work plan with actions that will be taken at the time of access. The County IT Department has developed a *Technical Architecture Requirements Document* that is required to be filled out and submitted with your bid response. This document can be found on the Collier County Purchasing Department website: [www.colliergov.net/purchasing](http://www.colliergov.net/purchasing). On the left hand side of the menu, click on CC Technical Requirements. If this document is not submitted with your bid response, your bid response may be deemed non-responsive.

#### 16. Debris

Vendor shall be responsible for the removal and disposal of all debris from the site and the cleaning of the affected areas. Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon the request of the County's representative, shall remove and dispose such debris and materials from the property. The Vendor shall leave all affected areas as they were prior to beginning work.

#### 17. Direct Material Purchase

The County reserves the right to require Vendor to assign some or all of its agreements with material suppliers directly to the County. Any such goods and/or materials purchased by the County pursuant to such an assignment of a material supply agreement shall be referred to as "County Furnished Materials" and the responsibilities of both the County and the Vendor relating to said materials shall be governed by the terms and conditions of this solicitation.

Additionally, the County at its sole option may choose to purchase some or all of the goods and/or materials from other suppliers. In either instance the County may require the following information from the Vendor:

- Required quantities of material.
- Specifications relating to goods and/or materials required for job including brand and/or model number or type if applicable

- Pricing and availability of goods and/or materials provided under Vendor's agreements with material suppliers

## 18. Grant Compliance

The purchase of any goods and/or services that are funded through Federal Grant Appropriations, the State of Florida, or any other public or private foundations shall be subject to the compliance and reporting requirements of the granting agency.

## 19. Equipment

Vendor shall have available and in good working condition, the necessary equipment to perform the required service. If required, the Vendor shall supply a list of equipment and an hourly rate for each. Hourly rates will commence once equipment arrives at the service site.

In the event that additional specialized and/or heavy equipment (backhoe, crane, mudhog, etc.) is needed, the Project Manager must be notified in advance for approval. The reimbursement of additional equipment expense shall be at cost and will commence once equipment arrives at the service site. The County reserves the right to request and obtain documentation of the Vendor's cost, and to withhold payments until documentation is provided.

The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Vendor from furnishing a complete unit.

All equipment must be new and of current manufacture in production at the time of ITB opening, and carry standard warranties. At the time of delivery, at least two (2) complete shop repair manuals and parts lists must be furnished with each type of equipment. Vendor must service all equipment prior to delivery and/or acceptance by the County.



**Attachment 1: Vendor Submittal - Vendor's Non-Response Statement**

The sole intent of the Collier County Purchasing Department is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons why prospective Vendors did not wish to respond to this ITB. If your firm is not responding to this ITB, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form via email or fax to the Procurement Strategist listed on the first page or mail to: Collier County Purchasing Department, 3327 Tamiami Trail East, Naples, Florida 34112.

**We are not responding to this ITB for the following reason(s):**

**Solicitation: 16-6566 – Media Monitoring**

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood (too vague, rigid, etc.)
- Project is too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Other reason(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Firm's **Complete Legal Name** \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Signature / Title \_\_\_\_\_

Type Name of Signature \_\_\_\_\_ Date: \_\_\_\_\_





## Attachment 2: Vendor's Check List

**IMPORTANT: THIS SHEET MUST BE SIGNED BY VENDOR. Please read carefully, sign in the spaces indicated and return with bid.**

Vendor should check off each of the following items as the necessary action is completed:

1. The Bid has been signed.
2. The Bid prices offered have been reviewed.
3. The price extensions and totals have been checked.
4. The payment terms have been indicated.
5. Any required drawings, descriptive literature, etc. have been included.
6. Any delivery information required is included.
7. If required, the amount of bid bond has been checked, and the bid bond or cashiers check has been included.
8. Addendum have been signed and included, if applicable.
9. Affidavit for Claiming Status as a Local Business, if applicable.
10. Immigration Affidavit and company's E-Verify profile page or memorandum of understanding.
11. Copies of licenses, equipment lists, subcontractors or any other information as noted in this ITB.
12. The mailing envelope must be addressed to:  
Procurement Director  
Collier County Government  
Purchasing Department  
3327 Tamiami Trail E  
Naples FL 34112  
The mailing envelope must be sealed and marked with:
  - **Solicitation: 16-6566 – Media Monitoring**
  - **Opening Date: 1/19/2016; 3:00PM**
13. The bid will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise bid cannot be considered.)
14. If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on [www.colliergov.net/bid](http://www.colliergov.net/bid). The system will date and time stamp when the addendum files were downloaded

**ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Date



**Attachment 3: Vendor Submittal - Bid Response Form**

FROM: \_\_\_\_\_

Board of County Commissioners  
 Collier County Government Center  
 Naples, Florida 34112

RE: **Solicitation: 16-6566 – Media Monitoring**

Dear Commissioners:

The undersigned, as Vendor, hereby declares that the specifications have been fully examined and the Vendor is fully informed in regard to all conditions pertaining to the work to be performed for as per the scope of work. The Vendor further declares that the only persons, company or parties interested in this Bid or the Contract to be entered into as principals are named herein; that this Bid is made without connection with any other person, company or companies submitting a Bid; and it is all respects fair and in good faith, without collusion or fraud.

The Vendor proposes and agrees if this bid is accepted, to comply with the requirements in full and in accordance with the terms, conditions and specifications denoted herein. The Vendor agrees to provide the following:

**SECTION 1: BASE BID**

Line	Description	UOM	Quantity	Unit Price	Total
1	North American Media Database	Monthly	12		
2	Advanced PR Releases with Images	Monthly	12		
3	Online and LexisNexis Print monitoring (North America)	Monthly	12		
4	North American broadcast monitoring	Monthly	12		
5	Social media monitoring	Monthly	12		
6	International monitoring	Monthly	12		
7	Additional Concurrent User(s)	Monthly	12		
8	News Royalty Fees	Monthly	12		
9	Base Bid Total				

**SECTION 2: ALTERNATE BID:**

Line	Description	UOM	Quantity	Unit Price
10				
11				
12				
13				

Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: \_\_\_\_\_% \_\_\_\_\_ Days; Net \_\_ Days

**Bid Response Form is electronic. Please input your prices online.**

**Note: If you choose to bid manually, please submit an ORIGINAL and ONE COPY of your bid response pages.** The undersigned do agree that should this Bid be accepted, to execute a formal contract, if required, and present the formal contract to the County Procurement Director for approval within fifteen (15) days after being notified of an award.

**IN WITNESS WHEREOF, WE have hereunto subscribed our names on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ in the County of \_\_\_\_\_, in the State of \_\_\_\_\_.**

Firm's **Complete Legal Name** \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Florida Certificate of Authority Document Number \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

CCR # or CAGE Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Signature / Title \_\_\_\_\_

Type Name of Signature \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

**Additional Contact Information**

**Send Payments To: (REQUIRED ONLY if different from above)**

Firm's **Complete Legal Name** \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

FAX Number \_\_\_\_\_

Email Address \_\_\_\_\_



**Attachment 4: Vendor Submittal – Local Vendor Preference Affidavit**

**Solicitation: 16-6566 – Media Monitoring** (Check Appropriate Boxes Below)

**State of Florida (Select County if Vendor is described as a Local Business**

- Collier County**
- Lee County**

Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year under this section.

Vendor must complete the following information:

Year Business Established in  Collier County or  Lee County: \_\_\_\_\_

Number of Employees (Including Owner(s) or Corporate Officers): \_\_\_\_\_

Number of Employees Living in  Collier County or  Lee (Including Owner(s) or Corporate Officers): \_\_\_\_\_

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address in Collier or Lee County: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF FLORIDA

COLLIER COUNTY       LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

**Attachment 5: Vendor Submittal – Immigration Affidavit**

**Solicitation: 16-6566 – Media Monitoring**

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ who has produced \_\_\_\_\_ as identification.  
(Print or Type Name) (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**Attachment 6: Vendor Substitute W – 9  
Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

**1. General Information** (provide all information)

Taxpayer Name _____ <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address _____	City _____
State _____	Zip _____
Telephone _____	FAX _____ Email _____
<b>Order Information</b>	<b>Remit / Payment Information</b>
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
FAX _____	FAX _____
Email _____	Email _____

**2. Company Status** (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
<b>_____ Enter the tax classification</b> <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

**3. Taxpayer Identification Number** (for tax reporting purposes only)

Federal Tax Identification Number (TIN) _____
(Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)

**4. Sign and Date Form**

**Certification:** *Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

Signature _____	Date _____
Title _____	Phone Number _____



**Attachment 7: Vendor Submittal - Insurance and Bonding Requirements**

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	\$100,000 single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage \$500,000 single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement.
4. <input type="checkbox"/> Automobile Liability	\$ _____ Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input checked="" type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input checked="" type="checkbox"/> Professional Liability \$1,000,000 per claim and in the aggregate • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <input type="checkbox"/> Project Professional Liability \$ _____ Per Occurrence <input type="checkbox"/> Valuable Papers Insurance \$ _____ Per Occurrence <input type="checkbox"/> Employee Dishonesty / Crime \$ _____ Per Occurrence



Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss Payee endorsement naming Collier County. <sup>33</sup> of 94

- 6.  Bid bond  
Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
- 7.  Performance and Payment Bonds  
For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- 8.  Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
- 9.  Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
- 10.  The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
- 11.  **Thirty (30) Days Cancellation Notice** required.

JW 12/22/15

**Vendor's Insurance Statement**

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm \_\_\_\_\_ Date \_\_\_\_\_

Vendor Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Insurance Agency \_\_\_\_\_

Agent Name \_\_\_\_\_ Telephone Number \_\_\_\_\_



**Attachment 8: Vendor Questionnaire**

Please answer the following questions in reference to the services your company offers.

1. In line 1 of the Vendor Response form, how many emails do you include in the quoted price?
2. In line 2 of the Vendor Response form, how many advanced PR releases are included with the quoted price?
3. How many users are included with yearly fees?
4. Is North American radio monitoring included with line 4 yearly fees?
5. How many North American television DMA's are included in line 4 yearly fees?
6. How many years experience does your company have in media monitoring?
7. How many years has your company performed media monitoring for government agencies. Please list the most recent agencies.
8. Are you willing to accept quarterly or monthly billing, with no prepayments?

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Company

---

Signature

---

Print Name

---

Date

	<b>Cision</b>	<b>Meltwater</b>	<b>Critical Mention</b>
<b>TOTAL BID</b>	\$11,467.50	\$15,000.00	
<b>Bid Requirements:</b>			
Vendor's Check List	<b>Y</b>	<b>Y</b>	<b>N</b>
Bidders Response form	<b>Y</b>	<b>Y</b>	<b>N</b>
Local Vendor Preference	<b>N</b>	<b>N</b>	<b>N</b>
Vendor Substitute W-9	<b>Y</b>	<b>Y</b>	<b>N</b>
Immigration Affidavit	<b>Y</b>	<b>Y</b>	<b>N</b>
Vendor Questionnaire	<b>Y</b>	<b>Y</b>	<b>N</b>

Procurement Strategist: Adam Northrup

Witness: Diana Deleon




**Attachment 2: Vendor's Check List**

**IMPORTANT: THIS SHEET MUST BE SIGNED BY VENDOR. Please read carefully, sign in the spaces indicated and return with bid.**

Vendor should check off each of the following items as the necessary action is completed:

1. The Bid has been signed.
2. The Bid prices offered have been reviewed.
3. The price extensions and totals have been checked.
4. The payment terms have been indicated.
5. Any required drawings, descriptive literature, etc. have been included.
6. Any delivery information required is included.
7. If required, the amount of bid bond has been checked, and the bid bond or cashiers check has been included.
8. Addendum have been signed and included, if applicable.
9. Affidavit for Claiming Status as a Local Business, if applicable.
10. Immigration Affidavit and company's E-Verify profile page or memorandum of understanding.
11. Copies of licenses, equipment lists, subcontractors or any other information as noted in this ITB.
12. The mailing envelope must be addressed to:  
Procurement Director  
Collier County Government  
Purchasing Department  
3327 Tamiami Trail E  
Naples FL 34112  
The mailing envelope must be sealed and marked with:
  - **Solicitation: 16-6566 – Media Monitoring**
  - **Opening Date: 1/19/2016; 3:00PM**
13. The bid will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise bid cannot be considered.)
14. If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on [www.colliergov.net/bid](http://www.colliergov.net/bid). The system will date and time stamp when the addendum files were downloaded

**ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.**

Cision US Inc.  
\_\_\_\_\_  
Company Name  
  
\_\_\_\_\_  
Signature & Title  
1/15/16  
\_\_\_\_\_  
Date



Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

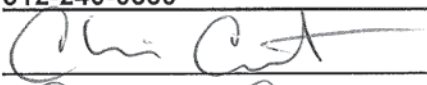
Prompt Payment Terms: \_\_\_\_\_% \_\_\_\_\_ Days; Net \_\_\_ Days

Due to monthly payment scheduling planned by the account representative a 10% upcharge is included within the final list price for all services.

**Bid Response Form is electronic. Please input your prices online.**

**Note: If you choose to bid manually, please submit an ORIGINAL and ONE COPY of your bid response pages.** The undersigned do agree that should this Bid be accepted, to execute a formal contract, if required, and present the formal contract to the County Procurement Director for approval within fifteen (15) days after being notified of an award.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 19 day of January, 2016 in the County of Cook, in the State of Illinois.

Firm's Complete Legal Name Cision US Inc.  
Address 130 E Randolph St  
City, State, Zip Chicago IL 60601  
Florida Certificate of Authority Document Number P10000014936  
Federal Tax Identification Number 36-4011543  
CCR # or CAGE Code 1LHO8  
Telephone Number 866-639-5087  
FAX Number 312-240-0350  
Signature / Title   
Type Name of Signature Chris Costino  
Date 1/15/16

\*\*\*\*\*

**Additional Contact Information**

**Send Payments To: (REQUIRED ONLY if different from above)**

Firm's Complete Legal Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
FAX Number \_\_\_\_\_  
Email Address \_\_\_\_\_



**Attachment 4: Vendor Submittal – Local Vendor Preference Affidavit**

**Solicitation: 16-6566 – Media Monitoring** (Check Appropriate Boxes Below)

**State of Florida (Select County if Vendor is described as a Local Business**

- Collier County**
- Lee County**

Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor’s staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year under this section.

Vendor must complete the following information:

Year Business Established in  Collier County or  Lee County: \_\_\_\_\_

Number of Employees (Including Owner(s) or Corporate Officers): \_\_\_\_\_

Number of Employees Living in  Collier County or  Lee (Including Owner(s) or Corporate Officers): \_\_\_\_\_

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor’s submission being deemed not applicable.

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address in Collier or Lee County: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

STATE OF FLORIDA

COLLIER COUNTY       LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(AFFIX OFFICIAL SEAL)





**Attachment 5: Vendor Submittal – Immigration Affidavit**

**Solicitation: 16-6566 – Media Monitoring**

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name Cision US, Inc.  
Print Name Chris Cutino Title VP, Sales  
Signature [Handwritten Signature] Date 1/15/2016

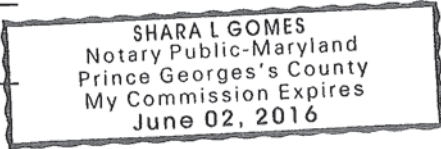
State of Maryland  
County of Prince George's

The foregoing instrument was signed and acknowledged before me this 15 day of January, 2016, by

Chris Cutino who has produced DL # C-350-115-067-305 (MD) as identification.  
(Print or Type Name) (Type of Identification and Number)

[Handwritten Signature]  
Notary Public Signature

Shara L. Gomes  
Printed Name of Notary Public  
June 2, 2016  
Notary Commission Number/Expiration



The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



**Attachment 6: Vendor Substitute W – 9  
 Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

**1. General Information (provide all information)**

Taxpayer Name <u>Cision US Inc.</u> <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address <u>130 E Randolph St. 7<sup>th</sup> Floor</u>	City <u>Chicago</u>
State <u>Illinois</u>	Zip <u>60601</u>
Telephone <u>866-639-5087</u>	FAX <u>312-240-0350</u> Email <u>n/a</u>
<b>Order Information</b> Address <u>130 E Randolph St. 7<sup>th</sup> Floor</u> City <u>Chicago</u> State <u>IL</u> Zip <u>60601</u> FAX <u>312-240-0350</u> Email _____	<b>Remit / Payment Information</b> Address <u>130 E Randolph St. 7<sup>th</sup> Floor</u> City <u>Chicago</u> State <u>IL</u> Zip <u>60601</u> FAX <u>312-240-0350</u> Email _____

**2. Company Status (check only one)**

<input type="checkbox"/> Individual / Sole Proprietor	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
<b>C</b> Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

**3. Taxpayer Identification Number (for tax reporting purposes only)**

Federal Tax Identification Number (TIN) <u>36-4011543</u> <i>(Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)</i>
--

**4. Sign and Date Form**

**Certification:** Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature <u></u>	Date <u>1/15/16</u>
Title <u>VP, Sales</u>	Phone Number _____



**Attachment 7: Vendor Submittal - Insurance and Bonding Requirements**

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	<u>\$100,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage  <u>\$500,000</u> single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement.
4. <input type="checkbox"/> Automobile Liability	\$ _____ Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input checked="" type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence  <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence  <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence  <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence  <input type="checkbox"/> Pollution \$ _____ Per Occurrence  <input checked="" type="checkbox"/> Professional Liability \$1,000,000 per claim and in the aggregate <ul style="list-style-type: none"> <li>• \$1,000,000 per claim and in the aggregate</li> <li>• \$2,000,000 per claim and in the aggregate</li> </ul> <input type="checkbox"/> Project Professional Liability \$ _____ Per Occurrence <input type="checkbox"/> Valuable Papers Insurance \$ _____ Per Occurrence <input type="checkbox"/> Employee Dishonesty / Crime \$ _____ Per Occurrence


Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss Payee endorsement naming Collier County.

6.  Bid bond  
Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
7.  Performance and Payment Bonds  
For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
8.  Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
9.  Collier County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.
10.  The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
11.  Thirty (30) Days Cancellation Notice required.

JW 12/22/15

**Vendor's Insurance Statement**

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm Cision US Inc. Date 1/15/16  
Vendor Signature   
Print Name Chris Cutino  
Insurance Agency Lockton Companies  
Agent Name \_\_\_\_\_ Telephone Number 202-414-2400




**Attachment 8: Vendor Questionnaire**

Please answer the following questions in reference to the services your company offers.

1. In line 1 of the Vendor Response form, how many emails do you include in the quoted price?
2. In line 2 of the Vendor Response form, how many advanced PR releases are included with the quoted price?
3. How many users are included with yearly fees?
4. Is North American radio monitoring included with line 4 yearly fees?
5. How many North American television DMA's are included in line 4 yearly fees?
6. How many years experience does your company have in media monitoring?
7. How many years has your company performed media monitoring for government agencies. Please list the most recent agencies.
8. Are you willing to accept quarterly or monthly billing, with no prepayments?

Please see the responses on the supplemental proposal document

**Cision US Inc.**  
\_\_\_\_\_  
Company  
  
\_\_\_\_\_  
Signature  
**Chris Cotino** **1/15/16**  
\_\_\_\_\_  
Print Name Date

# CISION®

Power Your Story.

PROPOSAL FOR:  
**NAPLES, MARCO ISLAND, EVERGLADES  
CONVENTION & VISITORS BUREAU**



**DUE 1/19/2016**  
**(PRICING VALID 30 DAYS AFTER SUBMISSION DATE)**

**CISION CONTACT**

Justin Tankersley  
Sales Executive  
12051 Indian Creek Ct.  
Beltsville MD 20705  
866-639-5087  
[Justin.tankersley@cision.com](mailto:Justin.tankersley@cision.com)

## EXECUTIVE SUMMARY

Thank you for your interest in Cision. We appreciate the opportunity to develop a partnership with your team, and serve as your team's long-term partner for its public relations software management needs.

Cision is a leading provider of public relations software that enables professionals to plan, execute and measure influencer-oriented campaigns in one integrated platform. Communications professionals from over 120,000 corporations, agencies and nonprofits use Cision to access the world's largest media and blogger database, distribute press releases, manage influencer outreach, measure social media activities, and analyze the effectiveness of communications campaigns. Cision combined with Vocus and includes PRWeb, Help a Reporter Out (HARO), iContact, Gorkana, Viralheat and Visible product families. Headquartered in the United States, Cision has offices across North America and Europe.

Why has Cision software become so popular? Part of the answer is our award-winning technology. Our built-for-the-Web software platform delivers exceptional speed, reliability and functionality. The software-as-a-service model eliminates the need for clients to invest in additional hardware or to involve their IT departments in the support of our products. Our on-demand software is easy to implement, leading to rapid adoption and a quick payoff in productivity and savings. Another reason for our success is that Cision products are scalable so analysis and measurement outputs can be adjusted to meet the growing needs of our clients.

We deliver our solutions over the Internet using a secure, scalable application and system architecture, which allows our customers to eliminate expensive up-front hardware and software costs and to quickly deploy and adopt our software. We were an early pioneer in hosted, multi-tenant, on-demand software.

Our success in meeting the needs of our industry and our customers has earned Cision considerable recognition throughout the years. Through the culmination of strong partnerships within the industry we continue to be the leading provider of PR and Marketing software.

Not only does Cision offer the technology and infrastructure to support the Conventions and Visitors Bureau -- now and in the future -- but we are also a stable, growing company that you can continue to confidently partner with over the long term.

Sincerely,

---

Justin Tankersley  
Sales Executive

## CISION

Cision is a leading global media intelligence company, serving the complete workflow of today's communications, social media and content marketing professionals. Offering the industry's most comprehensive PR and social software, rich analytics and a Global Insights team, Cision enables clients to improve their marketing and strengthen data-driven decision making. Cision also represents the Gorkana Group, PRWeb, Help a Reporter Out (HARO) and iContact brands. Headquartered in Chicago, Cision has over 100,000 customers worldwide and maintains offices in Canada, U.K., France, Germany, Portugal, Sweden, Finland and China.

### WHY COMPANIES CHOOSE CISION

- Find more publicity opportunities and connect with influencers who can best tell your stories
- Better understand your corporate reputation and the impact of your PR efforts, which gives direction for future communications strategies
- Expand your network by creating targeted media lists, sourced from Cision's industry leading database
- Combine traditional and social media coverage with one comprehensive solution, giving you a complete picture of your brand's reputation and competitive landscape
- Cision provides organizations with the tools to easily monitor millions of sources and gives them analytics to share results



## WHY COMPANIES CHOOSE CISION

Cision's services have helped thousands of clients to connect with the right contacts and understand their impact in the media. See below for comments regarding our services from a handful of our valued clients:



"Once we loaded our content into Cision's platform it began hitting the big name websites. We immediately saw an increase in all of our metrics. Since we started the Cision content marketing program, referral **traffic to our website has increased by 20 percent.**"

*Daniel Durazo, Director of Communications,  
Allianz*



"Cision's user-friendly interface, top-notch customer service and up-to-date media contact information is the reason why it's been bookmarked on my toolbar (next to The New York Times) since I started my PR career back in 2005. Cision is the **PR Bible and an invaluable co-worker** in the ever-changing media landscape."

*Dave Blodgett, Senior Account Manager,  
HL Group*



"**Cision won our hearts decisively**, with excellent social media access, traditional media, the ability to weight stories pro/con/neutral ourselves rather than using their weighting system...pubs go down to community paper level, and the interface is very intuitive."

*Margaret Lisi, VP, Communications  
Object 9*



"I am extremely pleased with Cision's online media database and monitoring. I selected Cision after carefully considering all options because **Cision offered the best quality products and services that fit my needs exactly.**"

*Jim McKinley, Public Relations Manager  
Ametek*

## RESPONSE TO SCOPE OF WORK

**Below are the specifications outlined in the RFP provided by CVB and our responses detailing how this package will successfully address these points:**

Easy to navigate media monitoring system offering coverage of North American media that includes integration with a North American media and social influencer database. Seeking system that includes monitoring of print media, online media, broadcast media and social media as well as a media database for creation of targeted media and social influencer lists, with fast access to specific journalists including editorial suggestions and opportunities and a minimum of 2,500 emails.

*Cision reads and scans tens of thousands of national, regional, and local newspapers, consumer magazines, business, trade journals, newsletters, and more for mentions of your company, products, brands, or competitors. All key terms can be customized to user's preferences based on your monitoring needs. Cision streams more than 25,000 hours of broadcast content daily, from all 210 DMAs in the United States.*

*The system monitors all forms of social media, including more than 150 million blogs, social networking sites, forums, opinion sites and more, from a single dashboard. In addition to blogs and forums, users have access to monitor public tweets within Twitter. At Cision, we constantly strive to be able to give you the most access to media monitoring, regardless of the medium, and will continue to partner with best of breed organizations so you can have superlative content under one roof to serve all your monitoring needs.*

*From your key publicity that you are generating, clients can seamlessly build an influencer list to target those currently engaging and talking about their brand. Everything within our Cision PR Edition platform communicates and speaks to each other so users can go from media mention to list building with a click of a button for ease of use. Furthermore, our monitoring streams functionality lets users build a monitoring stream on their key influencers to see what they are talking about currently on Twitter and what's front of mind so they can engage and target their outreach at the most pivotal times.*

*The Cision Premium Media Database is the most comprehensive media database in the industry. We have moved beyond traditional journalist contacts to allow you to manage your entire world of influencers in one place found using Cision's Influencer Search. Each contact's premium profile includes relevant contact information, ongoing stream of social activity, and professional history along with detail on their specific beats they report on. Influencers can be grouped into customized media lists and saved in the platform for continue referral. We also provide suggestions for similar contacts you may be*

*interested when viewing an Influencer's Premium Profile. The package includes 50,000 distribution points allowing users to have the ability to reach the breadth of our large database with their tailored releases.*

Full integration of media contacts with media and social media monitoring to track and report outreach efforts.

*We provide you with rich profiles comprised of media contacts, media outlets, bloggers, analysts, and publicity opportunities such as editorial calendars, awards, conferences and tradeshow. Easily filter niche media by geographic location whether it be for local markets, on a national scale or global. The profiles provided by the Cision Media Research Team go beyond contact information and beat codes. You will be able to gain a 360 degree view of each media contact, blogger or publication from a single profile, including:*

- *Easily add an influencer to a media list with a simple click of a button to seamlessly manage your influencer lists.*
- *Follow, reply, retweet, favorite and direct message with media contacts directly from their profile and share tweets with your Twitter community.*
- *Get detailed intel around likes, dislikes and pitching advice for individual influencers to be more successful in your outreach and ensure you are targeting the right media.*
- *Our history tab within a profile is designed like a relationship management tool to help teams interact and organize their PR efforts. Use the history tab to keep track of recent interactions with the influencer. Your conversations via Twitter with influencers will be tracked in a history log within the profile so that you can keep track of outreach and engagement.*
- *You might also like sections will provide you suggestions on additional influencers you may be interested in based on the beat and topic you are targeting.*

*Cision PR Edition makes it easy to track and report on not only activity engagement and outreach with influencers but how your performed in the media and the publicity you garnered. We make it easy to get an all-encompassing look at your PR efforts and success based on metrics critical to your business.*

Advanced search options using multiple keywords and the ability to eliminate certain coverage not relevant to the CVB.

*Cision PR Edition allows you to monitor for unlimited keywords and articles without per clip fees, monthly access charges or limits to keywords, agents and search terms with the exception of Social Media. Social Media does have an annual limit for the number of articles which is outlined in the pricing section of this document. The Boolean search style allows for chosen words or phrases to be identified and excluded from the search to block them from entering your account. Users also have hands on access to the results in the platform with the ability to select any coverage in their account and delete it from their view or completely. We encourage clients to work with our news consultants on an ongoing basis to ensure we have the most refined search strings set up so only the most relevant news comes in. Whether you are*

*looking to hone in on the most niche influencers in our database or combing through your media coverage, we offer a variety of search filters to let you refine your coverage and focus attention and take a deeper look into segments of news coverage based on your preferences.*

Ability for the system to recommend digital influencers, bloggers and journalist's accounts to pitch specific stories and to follow on social media including Twitter and Facebook based on the CVB's key messages.

*Coupled with Cision's highest quality and most comprehensive media database, our Influencer Search discovers top influencers engaged in niche conversations using state-of-the-art real-time listening and engagement capabilities.*

- *Drive broader awareness of your brand's media activities, campaigns, products and services*
- *Develop valuable partnerships and alliances to reach new audiences*
- *Discover and engage with trendsetters in your industry to expand influencer relationships*
- *Direct future product and media marketing efforts based on the latest trends*

*Cision also offers the use of Media List streams in our monitoring services. This stream allows businesses to pull any saved contact or outlet list into Streams, providing real-time insights on what contacts are writing about and who they interact with on Twitter. A Contact Stream will pull all available media contacts' Twitter handles into a Stream and an Outlet Stream will pull in all available Twitter handles of contacts associated with those outlets. Hover over the name of your Stream to access keyword and Trending Topic based filters. Engage with media contacts directly via Reply, Retweet, Favorite, and Direct Message. Share with and send original Tweets to your own Twitter audience. This new monitoring engagement tool will help users build deeper relationships with the media and expand their social networks. Based on beats and topics that you are focusing on, we will recommend like-minded influencers for our clients to help bolster media relations and strengthen their media lists.*

Media monitoring and social media dashboards tailored to individual users to manage workflow and access to report creation.

*We make it easy for you to dive even deeper into your mentions to further understand reach surrounding your publicity. Whether it's circulation metrics with print, UVPM for online mentions, Nielson Audience and Arbitron Rating for broadcast and following/follower insights with social media you will be able to see actionable insights with key meta data surrounding your coverage and further break it down in a rolling dashboard so users have an all-encompassing view of their data and success in real time.*

*Cision's user facing dashboards are designed for ease of use and are customizable for users to change the layout of their accounts in order to focus the view on what users want to see and have quick access to, such as certain media events, influencer groups etc. These customizable dashboards are designed to maximize functionality of the services.*

Ability to easily share media coverage content with tourism partners/clients (non-public) mentioned in stories we generate.

*You can create reports to best showcase overall success of PR efforts, a Birdseye report to help you display activity and progress around a key project, an activity summary report to understand how your team's progress has been with media outreach and many, many more. Clients can even create custom reports to show segments of data based on their relevancy. Reports can be included in a variety of reach figures including circulation for print articles and UVPM for online articles. These can then be shared with partners or clients as frequently as desired.*

Daily Alert/press reports (word or pdf)

*Cision's platform includes the ability to create a daily email report. The daily report can include content from radio, broadcast, online new articles mediums, etc., and be sent to a list of recipients of the user's choosing. Alerts can be customized by user, date, news source, DMA and more, and can be sent multiple times a day as needed. Reports can be output in Word, Excel and PDF while data can be exported via Excel, RSS and XML.*

Unlimited storage of clips and reports.

*Our team provides 90 days of historical content for your keywords/topics of interest, which is the length of the standard archive. A two year rolling archive is available upon request at an additional cost, which allows you to view, store and use historical data pertaining to your company in the analysis of your campaigns and impact in the media. Please note that the two year archive is applicable to online and broadcast media mentions only, please reach out to your sales representative if you wish to include this service in your package. There are 5,000MB of storage with this package, to add more please reach out to your sales representative*

Flat fee structure with no maximum or minimum number of story clips per month.

*The price quoted to you and signed off on in the contract with Cision is what you will pay with no hidden costs later down the line. If additional services are added at the request of the user then the customer will be invoiced respectively. Cision PR Edition allows you to monitor for unlimited keywords and articles without per clip fees, monthly access charges or limits to keywords, agents and search terms with the exception of Social Media. Social Media does have an annual limit for the number of articles which is outlined in the pricing section of this document at a maximum of 120,000 clips.*

Multiple user access (2 minimum) with option to add additional users

*Customized features on the dashboard can be accessed or changed at any time. Changes are saved to the default next time the user logs in to their account. The platform includes the capability to support 2 logins (with access for several users per seat) to meet the requirements of your needs. If you would like*

*to add more users please contact your sales representative who will advise you on the price and the steps of the easy process. Cision PR Edition can be used on any web enabled device as it is a cloud based system, therefore the platform can be accessed by a mobile phone. Due to the busy lifestyles of our clients, Cision PR Edition has developed a new IOS app that can be downloaded now to allow users to access a stream of their most important news coverage, with easy to use options to share news with internal stakeholders or social followers.*

**Ability to pre-set coverage categories for tracking of campaigns and projects for up to 10 at a time. Explain cost structure to achieve project tracking**

*Users have the option of using Boolean search terms or a built-in guided search tool that makes it very easy for those unfamiliar with Boolean to create effective queries. There is no limit to the complexity or length of queries and we allow unlimited searches that can be stored in a customizable folder system. Queries and any applicable filters are easily viewed from many places within the platform. A dedicated News Consultant will be assigned to your account to assist you with setting up an complex Boolean search strings to ensure you are receiving the most relevant and accurate results.*

*Within your monitoring coverage, we make it easy to categorize your coverage to enable you to breakdown key metrics around themes, products, competitors, etc. A news consultant can assist with the set-up of these categories and then the system automates it moving forward for a more simplified process for our clients.*

*Cision PR Edition's is a collaborative tool that makes it easy for teams to understand individual and department impact around specific events or campaigns. The activity functionality serves as a CRM tool for your department to understand specific media outreach conducted over a given period time. Furthermore, create projects within the system to measure all the traction for an individual campaign and get an all-encompassing look into the activities surrounding media outreach, distribution and media attention garnered from this event. Clients can then report of their activities or projects to garner and all-encompassing look into the impact and success generated by a project.*

**Ability to do back searches for previous months or years. Explain policy and length of time allowed.**

*Cision's platform allows the user to archive meta data (title, date, impressions, and outlet) of news segments to be included in yearly, quarterly and monthly reports. Please note that full text for any LexisNexis print articles will purge after 90 days based on publisher agreements. For online content, Cision will provide you a link to easily view any article in which your keywords are mentioned and for broadcast content we will provide the closed caption text for broadcast and streaming previews which are available for 28 days with the additional option to archive the clip for an additional fee. All meta data for all media types will remain for analytics and reporting as your storage limit allows. Additional storage may be purchased at any time.*

## BID REQUIREMENTS

### **A qualified/responsive bidder will comply with the following:**

Offer quarterly or monthly billing; no pre-payments, one-time payments or upfront payments to initiate services

*Please see your sales representative for billing details specific to your contract.*

Be a media monitoring service company with greater than 3 years' experience in providing these services.

*Cision started as the advertising department of Svenska Telegrambyrå—a company providing press clipping services in Sweden—in 1892. Since then we've added media database and distribution services, comprehensive monitoring and social listening, content marketing solutions, media analysis, and government relations software to our product offerings. Over the years we've operated under different names such as Observer, Romeike, Bacon's and Bowdens.*

*In 2007, we rebranded as Cision. In 2014, we combined with Vocus and added Gorkana Group, Visible Technologies, PRWeb, Help a Reporter Out (HARO) and iContact to our family of brands. Today, with more than 100,000 customers and offices in nine countries, Cision is the leading provider of public relations and social software.*

Experience working with state or local Government agencies for more than 3 years.

*As a private company we cannot release any specific information about our clients but we can confirm that we have worked with a large number of government agencies for many years and continue to provide custom services to many similar companies.*

Provide credible advertising equivalency as part of the monitoring and analytics to measure value of earned media coverage.

*In Cision's PR Edition, users can create, save, and share charts, graphs, and maps directly within Cision's media monitoring software to show ROI. At Cision, we provide our clients with Ad Value to help monetize their PR efforts. Assess your media coverage at a glance with metrics such as reach, media mix, tonality, frequency, ad value and more. The platform allows users to assign tone manually, and hits include information such as views, subscribers, circulation, distribution, and impressions. Cision's analytics uses the most reliable metrics to quantify the reach of your media coverage and PR campaigns. With Cision's targeted analytics and daily, monthly, and quarterly reporting, you get a measurement program that benchmarks against competitors, accounts for brand reputation and provides actionable intelligence for your coverage, not just clips.*

## VENDOR QUESTIONNAIRE

1. In line 1 of the Vendor Response form, how many emails do you include in the quoted price?

*There are 50,000 emails included in the package proposed.*

2. In line 2 of the Vendor Response form, how many advanced PR releases are included with the quoted price?

*There are 3 advanced PR released in the package proposed. Please speak to your sales representative if you wish to increase the amount of releases.*

3. How many users are included with yearly fees?

*There are 2 concurrent users included in the package proposed. Please contact your sales representative if this number needs to be amended.*

4. Is North American radio monitoring included with line 4 yearly fees?

*Radio content is included with the broadcast services provided in this package.*

5. How many North American television DMA's are included in line 4 yearly fees?

*Cision streams more than 25,000 hours of broadcast content daily, from all 210 DMAs in the United States.*

6. How many years' experience does your company have in media monitoring?

*Cision has over 100 years' experience in the industry. Starting by providing companies with press clippings in Sweden in 1892 to now where we have grown to be an industry leader in media monitoring and database services.*

7. How many years has your company performed media monitoring for government agencies. Please list the most recent agencies.

*As a private company we do not release any client information, but we can ensure that we have been satisfying the monitoring and database needs of many government agencies for many years. If you require references of a curated list of government clients please see your sales representative.*

8. Are you willing to accept quarterly or monthly billing, with no prepayments?

*Cision provides flexibility to our clients based on payment needs and will work with you to come up with the best solution for both you and Cision. Please see the pricing page of this document for further details.*



## THE RECOMMENDATION – CISION PREMIUM PACKAGE

The Premium Package includes access for 2 concurrent users, the ability to create and customize user-defined fields, and up to 5,000MB of storage. Additional users, emails and storage can be added on to your package.

### Cision Media Database: North America

Access to our North American media contacts, outlets and editorial opportunities for one concurrent user. Includes 50,000 emails which expire at the end of the contract period. Provides premium pitching tips including preferred contact methods, topics of interest, and biographical information. Includes activity and project tracking and analytics to enable you to manage all aspects of your media campaigns.



### News OnDemand: Online & LexisNexis Print Monitoring North America

Coverage of nearly 10,000 North American print sources of newspapers, magazines, trade/business journals and newsletters from the LexisNexis library as well as tens of thousands of North American news websites. The package includes unlimited hits and search terms.

Cision and LexisNexis formed a strategic alliance to give you a competitive edge with access to news content of print sources such as newspapers, magazines, trade/business journals, and newsletters. This content gives you access to an extensive archive of LexisNexis content to monitor and analyze the news coverage that matters most to you. Easily search the LexisNexis news database and quickly understand what's being said about your organization, brands, and competitors on virtually any topic across the globe.



## Broadcast Monitoring: US

Monitor the closed-caption text from national and cable news television programs as well as local coverage in US markets. Receive video streams of your coverage with tools to easily edit and share coverage.

Watch your coverage spread as it happens with broadcast media monitoring—and see why broadcast has a greater impact on public opinion than any other media. Cision streams more than 25,000 hours of broadcast content daily. Powered by critical mention, coverage is delivered directly to your platform. Use our self-service tools to manage your broadcast items—fully integrated with your other media monitoring coverage. Edit your preview video to increase or reduce segment length. Understand your impact

Easily comprehend coverage with detailed audience analyses, including audience figures and publicity value data that can be delivered via email. Go further and create reports to highlight coverage, reach and perception of your brand.

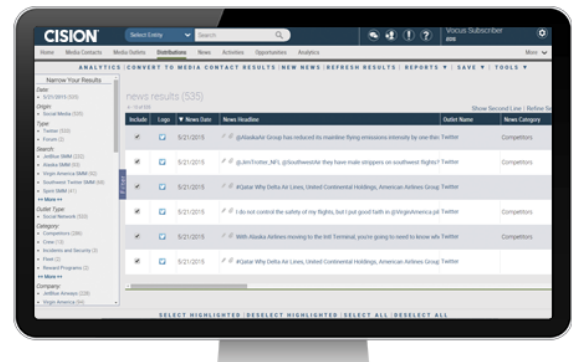
## Social Media Monitoring

Monitor millions of blogs, social media sites and Twitter. Package upgraded to receive up to 120,000 results per year.

Learn who is talking about your brand and transform one-sided mentions into conversations and relationships. With one click, find quality content you can share with your audience via multiple social networks. Monitor all forms of social media—including more than 150 million blogs, social networking sites, forums, opinion sites and more—from a single dashboard. Rank top tweeters and bloggers by their number of followers, retweets, blog comments and activity volume. With the proposed package, you will be able to receive 120,000 hits per year. Higher volumes are available for an additional fee.

Identify the social conversations and influencers that impact your brand.

- Turn mentions into relationships by monitoring and engaging with authors of 150 million digital platforms.
- Demonstrate ROI for viral elements of your stories with publicity values for each post.
- Gauge sentiment and use integrated charts to show the impact of brand mentions across media.



## Standard Analytics

Charting and analytics that allow you to analyze news based on custom categories including company, message, product, spokespeople or brand. Includes impact and prominence scoring of articles.

## **ATTACHMENTS**

### **Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)**

Attached is Cision's most recent Florida Profit Corporation Annual Report. If any further information is required please contact your sales representative.

**Please see the requested supplemental form titled 'Exceptions to Specifications' for further details.**

## ANNUAL PRICING SCHEDULE – CISION PREMIUM PACKAGE

Two concurrent users with access to:

- Premium Media Database – North America (up to 5,000 Emails)
- News OnDemand: Online & LexisNexis Print Monitoring North America
- Email campaign tracking
- Broadcast Monitoring (Unlimited Streaming)
- Social Media Monitoring (up to 120,000 hits)
- Influencer Searching
- Standard Analytics
- Advanced PRWeb Releases (3 Pack)

List Price	\$8,775
Additional User	\$1,050
Digital Copyright Fees	\$600
Payment Scheduling Fee	+10%
<hr/>	
<b>PACKAGE TOTAL</b>	<b>\$11,467.50</b>

### OPTIONAL ADD-ONS

Global Data International Media Data	\$2,400
2 Year Archive	\$2,500

## MASTER SUBSCRIPTION AGREEMENT

The attached Cision subscription agreement terms and conditions shall be included as part of a final contract. Cision reserves the right to terminate or revoke its bid if these terms and conditions are not agreed upon in a final contract. Cision's response to the RFP shall not be incorporated as contractual obligations.

<b>Customer Name:</b>	
<b>Customer Address:</b>	

This Master Subscription Agreement (“**MSA**”) is between Cision US Inc., a Delaware corporation with its principal place of business at 130 E. Randolph Street, 7<sup>th</sup> Floor, Chicago, IL 60601 (“**Company**”) and the customer named above (each a “**Party**” and collectively referred to as the “**Parties**”). This MSA governs the use of certain services provided by Company to Customer as detailed in any Order Form or Statement of Work (“**SOW**”) referencing this MSA. This MSA, any appendices, and any applicable Order Forms or SOWs are collectively referred to as the “**Agreement**.” This MSA is effective upon the date of Customer’s signature indicated below (“**MSA Effective Date**”).

The Parties agree as follows:

### 1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means this Master Subscription Agreement and any exhibits, schedules and addenda hereto.

“**Company Covered Parties**” means Company and its directors, agents, officers, employees, representatives, successors, assigns or Affiliates.

“**Company Data**” means proprietary information gathered or created by Company and provided to Customer as part of the Services, excluding Third-Party Content.

“**Company Technology**” means the tools, databases, APIs, and software that make up Company’s on-demand relationship management platform, including any software or technology created by Company’s Affiliates.

“**Content**” means Company Data and Third-Party Content.

“**Customer**” means the customer named above.

“**Customer Data**” means electronic data and information submitted by or for Customer to the Services or collected and processed by or for Customer using the Services, excluding Content.

“**Documentation**” means Company’s online user guides, documentation, and help and training materials, as updated from time to time, accessible via the Services.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“**Order Form**” means an ordering document specifying the Services to be provided hereunder that is entered into between Customer and Company or any of its Affiliates (by entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto), including any addenda and supplements thereto. “Order Forms” shall include SOWs.

“**Service(s)**” means the on-demand relationship management software (including the Company Technology) and services that are subscribed to by Customer under an Order Form and or SOW and made available online by Company or any of its Affiliates. “Services” exclude Content.

“**Third-Party Content**” means information obtained by Company from its content licensors or publicly available sources and provided to Customer pursuant to an Order Form, as more fully described in the Documentation.

“**User**” means an individual who is authorized by Customer to use Services, for whom Customer has subscribed to the Services, and to whom Customer or Company has supplied a user identification and password. Users may include, for example, Customer’s employees, consultants, contractors and agents.

## **2. SERVICES, SOFTWARE AND CONTENT**

### **2.1 Subscription.**

- (A) Subject to the terms and conditions of the Agreement, Customer hereby subscribes to the Services made available by Company and/or its Affiliates. Company grants Customer a non-exclusive, revocable, non-transferable (other than as set forth in this Agreement), non-sublicensable right to allow Users to access and use the Services and Content for Customer’s own internal business purposes in accordance with the terms and conditions in this Agreement. Customer is not authorized to access or use any Services, other than as expressly set forth in writing under this Agreement. Customer is prohibited from allowing any person other than a User (“Non-Authorized User”) to access and use the Services in whole or in part unless Customer has been granted the ability to provide unauthenticated, linked access to the Content to an individual (“Linking User”). Customer is responsible for all Users, Non-Authorized Users, and Linking Users (collectively referred to herein as “Users”) who access and use the Services and Company Technology.
- (B) Customer shall not (1) license, sublicense, sell, resell, rent, transfer, assign, or otherwise commercially exploit or make the Services or any Content available to, or use the Services or any Content for the benefit of, any third party (including in a service bureau or outsourcing offering); or (2) access the Services or Content in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Services, or (c) copy any ideas, features, functions or graphics of the Services. Company reserves the right to alter, delete, or replace Content or alter the functionality of Software. If Customer is an advertising or public relations agency, Customer may use the Services on behalf of a client, only in accordance with this Agreement.
- (C) Customer is responsible for meeting the then-current hardware, operating system, browser and other technical requirements necessary to properly use and access the Services.

### **2.2 Use of Services and Content**

- (A) Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, (1) a user quantity in an Order Form refers to Users, and the Services or Content may not be accessed by more than that number of Users concurrently; (2) a User’s password may

not be shared with any other individual; and (3) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Services or Content.

- (B) Customer will (1) be responsible for Users' compliance with this Agreement; (2) be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data; (3) use commercially reasonable efforts to prevent unauthorized access to Company Technology or use of Services and Content, and notify Company promptly of any unauthorized access or use; and (4) use Services and Content only in accordance with the Documentation and applicable laws and government regulations.
- (C) Customer is responsible for all actions taken via Customer's account, including protecting the confidentiality of Customer's passwords and user IDs, and maintaining timely contact information for such account.
- (D) Subject to the terms of this Agreement, analytic reports delivered to Customer in connection with the Services or available to Customer within the Services (collectively "**Reports**"), as well as all data contained in such Reports, other than any Third-Party Content, may be used, copied, and disseminated by Customer.

**2.3 Restrictions.** Customer shall not: (1) use the Services to upload, store or transmit infringing, libelous, abusive, inflammatory, fraudulent, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, or otherwise unlawful or tortious material, or to upload, store or transmit material in violation of third-party privacy or publicity rights; (2) use the Services to store or transmit Malicious Code; (3) interfere with or disrupt the integrity or performance of any Company Technology or Content contained therein; (4) attempt to gain unauthorized access to any Company Technology, Services or Content or its related systems or networks; (5) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit; (6) copy Content except as permitted herein or in an Order Form or the Documentation; (7) frame or mirror any part of any Services or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation; (8) use commenting or messaging functionality, functionality that allows posting or transmitting content to outward facing, social or public platforms available via the Services to post content that violates any terms or conditions, policies, or guidelines of any social media platform or other platform or service to which it is posted; or (9) use the Services to transmit bulk unsolicited commercial communications.

**2.4 Removal of Content.** If Company is required by a third party to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, Company may notify Customer and in such event Customer will promptly remove such Content from its systems. If Customer does not take required action in accordance with the above, Company may remove the applicable Content.

**2.5 Additional Terms.** Additional terms applicable to specific Services are set forth in Exhibit A.

### **3. RIGHTS AND LICENSES**

**3.1 Reservation of Rights.** No license or other rights in the Company Technology or any Content, exclusive of Customer Data, are granted to Customer hereunder, and all rights not expressly granted to Customer herein are expressly reserved to Company or its licensors, as applicable. Customer agrees not to modify, create derivative works of, translate, reverse engineer decompile, disassemble the Company Technology or the Services or otherwise recreate or gain access to the source code.

**3.2 Customer Data.** Customer represents that it has valid title or license to all Customer Data, and it has all rights necessary to grant Company the rights set forth in this Agreement. Customer hereby represents and warrants that Customer Data will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or that violates any copyright, right of privacy or publicity or other right of any person or party. Customer grants Company and its Affiliates a worldwide, non-exclusive, royalty-free license to use, host, copy, distribute, perform, transmit, display and prepare derivative works of the Customer Data solely for the purpose of providing the Services. Subject to the limited licenses granted herein, Company acquires no right,

title or interest from Customer or its licensors under this Agreement in or to any Customer Data. Company reserves the right to remove Customer Data containing any information that Company determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or that violate any party's intellectual property or this Agreement.

- 3.3 Company Affiliates and Third Parties.** Company may share Customer Data with its Affiliates or third parties that work on Company's behalf or provide services to Company in relation to Company's provision of the Services to Customer, including but not limited to necessary hardware, software, networking, storage, and technologies required to run the Services. Customer hereby consents to such use of Customer Data by Affiliates and third parties. Customer acknowledges and agrees that Customer Data may be transferred to, stored in, or accessed from outside the United States solely in order to provide the Services or for Company to fulfill its obligations under this Agreement. Company shall, in providing the Services, comply with its privacy policy available at [www.cision.com](http://www.cision.com), or such other Web site address made publically available.
- 3.4 Customer Feedback.** Customer grants to Company and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the Services.
- 3.5 Third Party Products and Services.** From time to time, certain third parties may offer products and services related to the Services. Any subsequent business relationship, exchange of data or other interaction between Customer and such third party, and/or any purchase, download or use by Customer of any product or service offered by such third party, is solely between Customer and such third party, and may require Customer to agree to a third party's terms and conditions. Regardless of any recommendation by Company or use of such third party products or services, Company does not make any representations, warranties or guarantees with respect to any such third parties or any of their products or services. Further, Company cannot guarantee that use of such third party products or services will always be provided during the Term. While Company may rely on data or information provided or generated by such third party products and services in the course of providing the Services, Customer hereby acknowledges that Company specifically does not warrant the accuracy, reliability or completeness of any such data and information; and agrees that Company shall not be liable for any acts or omissions based on its reliance thereon. Accordingly, Customer hereby releases and holds harmless Company from and against any and all claims, losses, liability, damages, expenses, costs (including, but not limited to, reasonable attorneys' fees) and/or actions arising therefrom.

#### **4. HOSTING/AVAILABILITY, STORAGE AND SUPPORT**

- 4.1 Hosting/Availability.** Company shall host and maintain the Service on its servers. The Service will maintain an average availability of no less than 99.5%, as measured on a monthly basis, excluding downtime caused by (1) scheduled maintenance performed between the hours of 12:00 AM and 6:00 AM Eastern time; (2) emergency maintenance; and (3) *Force Majeure* (as defined herein). Access to the Services may be available during scheduled maintenance periods, but performance may be slower than normal.
- 4.2 Storage.** Company shall provide hosted data storage capacity to Customer dependent upon the Services. Customer may purchase additional storage space at any time at Company's then-current price. Company shall keep offsite back-ups of Customer's data. Restoration of Customer's data due to the fault of Customer will be at Customer's expense and if due to the fault of Company, at Company's expense.
- 4.3 Customer Data Deletion.** During the Term, Customer may export or download Customer Data as provided in the Documentation. After termination or expiration of this Agreement, Company will have no obligation to maintain or provide any Customer Data or other Content to Customer, and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control as provided in the Documentation or as Company routinely does such deletions and destructions in the ordinary course of its business, unless legally prohibited from doing so.
- 4.4 Support.** During the term of this Agreement, Company shall provide technical support to Users to assist Customer with troubleshooting, error correction and use of the Service via a telephone help line or email during the hours of 8:00 AM through 8:00 PM Eastern time, Monday through Friday (unless otherwise set forth on an



Order Form) except for Company's regular business holidays. Customer will have unlimited access to Company's online product support center.

## 5. FEES AND PAYMENT

- 5.1 Fees.** Customer will pay all fees set forth in an Order Form or as set forth in this Agreement. Except as otherwise specified in this Agreement or in an Order Form (1) fees are based on Services and Content subscribed to and not actual usage; and (2) except as set forth in Section 10.6, payment obligations are non-cancelable and fees paid are non-refundable. All payments will be made in U.S. dollars unless otherwise agreed to by the Parties. Subscriber shall pay the fees set forth on an Order Form in accordance with the payment terms set forth on an Order Form or upon signing of the Order Form if no such terms are contained on an Order Form.
- 5.2 Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information.
- 5.3 Credit Card Payments.** By providing a credit card to Company, Customer is granting permission to Company to charge all subscription fees, including monthly, annual or other renewals to the credit card. Customer may withdraw its consent to installment charges or recurring charges (if any) at any time by providing Company with at least thirty (30) days advance written notice, and making alternative arrangements for payment to be made no later than the same respective charge dates. Customer represents that it is the card holder of any credit card that it provides to Company for payment(s), and Customer is authorized to provide this authorization.
- 5.4 Late Charges.** Any payment not received from Customer by the due date may accrue late charges at the rate of 1.5% of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
- 5.5 Payment Disputes.** If Customer, in good faith, reasonably disputes any invoiced amounts, it may withhold such disputed amounts, provided that Customer (1) timely pays the undisputed portion of the invoice; and (2) provides Company with prompt written notice of the dispute and commences discussion with Company to promptly resolve the dispute. Company will not exercise its rights under Section 10.5 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.6 Taxes and Travel Expenses.** Prices set forth on the Order Form do not include taxes or travel expenses. Unless collected and remitted by Company (as indicated on the invoice presented to Customer by Company), Customer is responsible for payment of all taxes due to a governmental authority, if any, except for taxes imposed on Company's net income. Customer shall provide to Company any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax or other tax liability. Invoices will reflect any travel expense amounts charged to Customer.
- 5.7 Future Functionality.** Customer agrees that its purchases are not contingent on the delivery of any future functionality, or dependent on any oral or written public comments made by Company regarding future functionality.

## 6. CONFIDENTIALITY AND SECURITY

### 6.1 Confidential Information.

- (A) "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or proprietary, or that reasonably should be understood to be confidential or proprietary given the nature of the information and the circumstances of disclosures, including but not limited to business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information of Customer includes Customer Data. Confidential Information of Company includes the Company Data, Company Technology, Documentation and the terms and conditions of this Agreement (including pricing).

Confidential Information will remain the property of the Disclosing Party. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). The Receiving Party agrees: (1) to hold the Confidential Information in strict confidence; (2) to limit disclosure of the Confidential Information to the Receiving Party's own employees, agents affiliates, or authorized consultants or vendors who have a need to know the Confidential Information for the purposes of this Agreement; (3) not to disclose any Confidential Information to any third party; (4) to use the Confidential Information solely in accordance with the terms of this Agreement in order to carry out its obligations or exercise its rights under this Agreement; and (5) to notify the Disclosing Party promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with the Disclosing Party in every reasonable way to cease such unauthorized use or disclosure.

(B) The obligations in Section 6.10 will not apply to information that the Receiving Party can demonstrate: (1) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party; and (2) is independently developed by the Receiving Party without regard to the Confidential Information of the other Party.

(C) The Parties agree that any breach of this Section 6.1 may cause the Disclosing Party substantial and irreparable damages; therefore, if the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6.1, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive and equitable relief.

**6.2 Security.** Access to the Service is password-controlled. Customer is responsible for maintaining the security of user passwords and will instruct its Users as to the importance of maintaining the confidentiality of passwords and/or user identifications. Customer acknowledges that the security of its systems may be compromised if Users do not follow applicable security policies and procedures and take other appropriate steps to maintain the security of the Service, including, without limitation, maintaining the confidentiality of user identifications and passwords, frequent changing of passwords and maintaining appropriate internal controls to monitor access to and use of the Service. If Customer becomes aware of the unauthorized use of a password or other security breach, Customer will promptly notify Company in writing.

**6.3 Compliance with Law/Order.** Company reserves the right to use or disclose information, including Customer Data or Customer's Confidential Information if required by law or if Company reasonably believes that use or disclosure is necessary to protect Company's rights and/or to comply with a judicial proceeding, court order, or legal process.

## **7. REPRESENTATIONS AND WARRANTIES**

**7.1 Authorization.** Each Party represents and warrants that the undersigned individual has full authority to (1) execute this Agreement on behalf of his/her respective Party; and (2) bind his/her respective Party to this Agreement.

**7.2 Warranties.** Company warrants that the Service will: (1) perform substantially in accordance with the applicable Documentation; and (2) be available to Customer in accordance with the service level standards set forth in Section 4.1.

**7.3 Customer's Systems.** Customer is solely responsible for its own computer networks, systems, hardware, and software, including the storage, security, and preservation of its own data. Storage and use of any downloaded Content is solely at Customer's own risk.

### **7.4 Disclaimers.**

**(A) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF**

**MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE (INCLUDING NON-INFRINGEMENT), AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. COMPANY MAKES NO WARRANTY THAT THE SOFTWARE OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE.**

**(B) COMPANY DOES NOT MAINTAIN OR CONTROL THIRD-PARTY CONTENT OR THE CONTENT OF OTHER WEBSITES THAT MAY BE MADE AVAILABLE AS PART OF THE SERVICE AND IS NOT RESPONSIBLE FOR THE AVAILABILITY, COMPLETENESS, TIMELINESS, FACTUAL ACCURACY, OR NON-INFRINGEMENT OF SUCH CONTENT. CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT COMPANY AND/OR THIRD-PARTY SOURCES MAY CHOOSE AT ANY TIME TO PROHIBIT THEIR CONTENT FROM BEING ACCESSED UNDER THIS AGREEMENT.**

## **8. INDEMNIFICATION**

**8.1 Indemnification by Company.** Company will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Company Technology infringes or misappropriates such third party's intellectual property rights under the laws of the United States (a "**Claim Against Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a court-approved settlement of a Claim Against Customer. Company's indemnification obligation does not cover third party claims arising from: (1) modifications to the Company Technology or the Service by anyone other than Company or its authorized agents and contractors; (2) use of the Company Technology by Customer in combination with other software or equipment not provided by Company where the Company Technology, but for such combination, would not be infringing; or (3) Customer's failure to use the Company Technology or the Service in accordance with the terms and conditions in this Agreement. If a claim regarding the Company Technology and alleging infringement is brought or is likely, in Company's sole opinion, to be brought, Company may, at its option and expense (A) obtain the right for Customer to continue using the Company Technology and Service; (B) replace or modify the Company Technology so that it becomes non-infringing; or (C) upon notice to Customer, terminate this Agreement or Customer's use of the Company Technology and Service or any portion thereof, provided that Company promptly refunds to Customer the prorated portion of any pre-paid annual subscription fees paid hereunder for the Service or any portion of the Service. The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from Customer Data, Content, or Customer's breach of this Agreement.

**8.2 Indemnification by Customer.** Customer will defend any Company Covered Party against any claim, demand, suit or proceeding made or brought against such Company Covered Party by a third party alleging that the Customer Data, or Customer's use of any Service or Content in breach of this Agreement, infringes or misappropriates such third party's intellectual property, proprietary or personal rights or violates applicable law, including violation of privacy or spamming laws or regulations (a "**Claim Against Company**"), and will indemnify the Company Covered Party from any damages, attorney fees and costs finally awarded against the Company Covered Party as a result of, or for any amounts paid by the Company Covered Party under a court-approved settlement of a Claim Against Company.

**8.3 Indemnification Requirements.** Indemnification by a Party is conditioned upon the following: (1) the indemnitee promptly notifying the other Party of any claim; (2) the indemnitor having sole control of the defense and all related settlement negotiations; and (3) the indemnitee cooperating, at the indemnitor's expense, in the defense and furnishing the indemnitor with all related evidence in its control.

**8.4 Exclusive Remedy.** This Section 8 states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this section.

## **9. LIMITATION OF LIABILITY**

- 9.1 Responsibility for Results.** Customer acknowledges that it alone is responsible for the results obtained from its use of the Service, including without limitation the usefulness, completeness, accuracy and content of such results. If any such results are inaccurate or incomplete solely due to any defect in the Service, Customer's exclusive remedy and Company's sole obligation shall be to correct or modify the Service at no additional charge to Customer.
- 9.2 Links to Third Party Sites.** The Service may contain hyperlinks to Web sites controlled by parties other than Company. Company is not responsible for and does not endorse or accept any responsibility for the content or use of such Web sites.
- 9.3 Limitation of Liability.** Except for a material breach of the confidentiality provisions set forth in Section 6 or claims related to personal injury or property damage caused solely by Company's gross negligence or willful misconduct, Company's entire liability and Customer's exclusive remedy for damages for any claims arising under or in connection with this Agreement, regardless of the cause of action, whether in contract or in tort (including without limitation, breach of warranty and negligence claims) shall be limited to Customer's actual, awarded direct damages, not to exceed the amounts actually paid by Customer under this Agreement during the twelve (12) months immediately preceding the month in which the cause of action arose.
- 9.4 Exclusion of Consequential and Related Damages.** **IN NO EVENT WILL EITHER PARTY, COMPANY'S THIRD-PARTY CONTENT SUPPLIERS, OR ANY OF THEIR DIRECTORS, AGENTS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS OR AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR (1) ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD PARTY CLAIMS COVERED BY SECTION 8); OR (2) ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR ANTICIPATED PROFITS, LOSS OF REVENUE, ECONOMIC LOSS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT, OR INTERRUPTION OF BUSINESS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.**

## **10. TERM AND TERMINATION**

- 10.1 Term of MSA.** The term of this MSA commences on the MSA Effective Date and continues until the expiration or termination of all Service Terms ("**Term**"). Except as expressly set forth in this Agreement, this Agreement may not be terminated prior to the end of the Term.
- 10.2 Term of Subscriptions.** A "**Service Term**" is defined as the period of time for each Service provided to Customer under this Agreement. Service Terms will be set forth in each applicable Order Form. Any professional services or custom services purchased by Customer shall be used by Customer within the longest Service Term of any service listed on the Order Form, or if no other service is listed on the Order Form, then within Customer's then-current Service Term.
- 10.3 Auto-Renewal.** Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring Service Term or one (1) year (whichever is shorter), unless either Party gives the other written notice of non-renewal at least thirty (30) days before the end of the then-current Service Term. The fees for each renewal period shall automatically increase by 5% unless (1) the pricing in the prior Service Term was promotional or one-time; (2) Customer subscribes to different and/or additional services; or (3) unless otherwise agreed to by the Parties in an Order Form. Discounts may not carry over from year to year.
- 10.4 Termination for Breach.** If either Party believes that the other Party has failed in any material respect to perform its obligations under this Agreement, then that Party may provide written notice to the breaching Party describing the alleged failure in reasonable detail. If a breach has occurred and if the breaching Party does not cure or begin to cure the material failure within thirty (30) days after receiving such written notice,

then the non-breaching Party may terminate this Agreement immediately by written notice to the breaching Party. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the terminating Party. Notwithstanding the foregoing, Company may terminate this Agreement immediately if Customer or any Users breach Section 1.1(b), Section 2.2, or Section 6 of this Agreement.

- 10.5 Suspension of Service by Company.** In addition to those conditions, rights, and remedies set forth in this Agreement, Company may suspend access to the Services under any Order Form if, in Company's reasonable determination: (1) Customer fails to pay an undisputed invoice within ten (10) days after Company gives Customer notice of such failure; (2) Customer's use of the Service or Content violates applicable local, state, federal, or foreign laws or regulations; (3) Customer fails to use the Service in accordance with this Agreement; (4) Customer's use of the Service results in excessive bounce-backs, SPAM notices or requests for removal from mailing lists by recipients; or (5) there are repeated complaints of Customer posting or uploading material that infringes or is alleged to violate the intellectual property rights of any person or entity. Company will provide notice (which may be by email) of such suspension; and when commercially possible, will work in good faith with Customer to help Customer resolve the issue causing the suspension.
- 10.6 Refund or Payment on Termination.** If this Agreement is terminated by Customer in accordance with Section 10.4 above, Company will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Company in accordance with Section 10.4 above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve Customer of its obligation to pay any fees due or payable to Company for the period prior to the effective date of termination.
- 10.7 Effect of Termination.** Upon any expiration or termination of this Agreement: (1) Customer's right to use the Services shall cease, and Company shall have no further obligation to make the Services available to Customer; (2) except as otherwise expressly stated herein, all rights, licenses and/or access granted to Customer under this Agreement will immediately cease; and (3) Customer shall return, delete or destroy any Content and shall certify in writing to Company that it has done so.

## 11. GOVERNING LAW AND DISPUTES

- 11.1** This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the laws of the State of Maryland exclusive of its choice of law provisions and **WITHOUT THE APPLICATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT**. Any suit hereunder will be brought in the federal or state courts located in the State of Maryland, and the Parties submit to the personal jurisdiction thereof. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Customer and Company agree that in the event of litigation, the prevailing Party shall have the right to collect from the other Party its reasonable costs and attorneys' fees.
- 11.2** Except for actions for non-payment, breach of confidentiality or indemnities under Section 8, no action, regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after the accrual of the cause of action.
- 11.3** Both Parties agree to comply fully with all relevant laws, including the export laws and regulations relating to use of the Service in its place of business, regardless of country or jurisdiction. However, Customer's use of the Content is at Customer's own risk. Without limiting the foregoing, Customer will be solely responsible for usage of contact information (e.g. names, phone and facsimile numbers, e-mail addresses and physical addresses) in compliance with relevant laws and regulations. Customer may not: (1) send spam or unsolicited messages in violation of relevant laws, including concerning privacy, data protection, telemarketing, the CAN-SPAM Act or other commercial email laws, wireless domain suppression lists, and "Do-Not-Call" lists; (2) send or store infringing, obscene, threatening, harassing, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; or (3) send or store material containing Malicious Code, including, without limitation, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs.

## 12. GENERAL PROVISIONS

- 12.1 Export Compliance.** The Services and Content and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Company and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or in violation of any export law or regulation.
- 12.2 Anti-Corruption.** Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from a Company employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify Company's Legal Department at [legaldept@cision.com](mailto:legaldept@cision.com).
- 12.3 Force Majeure.** Except for Customer's obligation to pay for Services already performed, neither Party will be responsible for failure to perform contractual duties caused events beyond such Party's reasonable control, including but not limited to: (1) failures of utility services or transportation networks; (2) acts of public enemies; (3) terrorism; (4) war; (5) insurrection or riot; (6) natural disasters; (7) a serious accident, strike, labor trouble, or work interruption; (8) compliance with applicable law; or (9) any other events beyond a Party's reasonable control.
- 12.4 Relationship of the Parties.** The Parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties.
- 12.5 Government Customers.** If Customer is the U.S. Government or any agency or instrumentality thereof, then any software provided pursuant to this Agreement is delivered with RESTRICTED RIGHTS only. The use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 Commercial Computer Software—Restricted Rights or DFAR 252.227-7013 Rights in Technical Data and Computer Software.
- 12.6 Third-Party Beneficiaries.** Company's Content licensors shall have the benefit of Company's rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement.
- 12.7 Notices.** Any notice or other communication required or permitted to be made or given by either Party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (1) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (2) when delivered if delivered personally; or (3) one business day after being sent by express courier service. All notices will be sent to Customer at its address as set forth on the first page of this Agreement. Notices to Company shall be sent to Cision, 12051 Indian Creek Court, Beltsville, MD 20705, Attn: Legal Department. In addition, Company may provide notices to Customer electronically either via the Service or via any email address provided by Customer in connection with Customer's account.
- 12.8 Waiver.** No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party. If either Party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the Party may have under this Agreement.
- 12.9 Severability.** The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the Parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.
- 12.10 Survivability.** All provisions of this Agreement relating to disclaimers of warranties, remedies, damages, confidentiality, payment obligations, restrictions on use, and any other terms that either expressly or by their nature should survive, shall survive any termination of this Agreement, and shall continue in full force and

effect.

- 12.11 Assignment.** Customer may not assign this Agreement without Company's written consent, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties, their successors and permitted assigns.
- 12.12 Headings.** Section headings are for reference only and shall not be considered substantive parts of this Agreement.
- 12.13 Counterparts.** This Agreement may be executed by facsimile or electronic signature and in counterparts.
- 12.14 OFAC.** Customer represents and warrants that neither it nor any of its employees is a person or entity with whom U.S. entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order or other governmental action.
- 12.15 Entire Agreement.** This Agreement represents the entire agreement between Customer and Company with respect to the subject matter, superseding all previous oral or written communications, representations, or agreements or proposals, including but not limited to any purchase order forms submitted by Customer, and Customer acknowledges that it has not relied on any representation that is not expressly set forth in this Agreement. The Parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency within the Agreement, the order of precedence shall be: (1) the applicable Order Form or SOW, (2) this MSA, and (3) the Documentation. This Agreement may be modified only by a writing signed by both Parties.

{Signature page follows}

**Signed by each Party's authorized representative:**

**Customer**

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Signature

---

Printed Name

---

Title

---

Date

**Company**

---

Signature

---

Printed Name

---

Title

---

Date



**EXHIBIT A**  
**SERVICES APPENDICES**

Each section is only applicable if the service named has been subscribed to as set forth on an Order Form or forms part of another Service.

**1. MEDIA DATABASE SERVICES**

**1.1 Rates.** This section sets forth the terms and conditions governing Customer's use of Company's proprietary database that contains media profiles and associated information ("**Database Data**") and is a subset of Company Data. Company charges a fixed fee for access to the Database Data as stated in the Order Form and a variable charge for distribution of emails via the Company Technology. The number of email distributions that Customer has purchased, if any, shall be stated on the Order Form.

**1.2 License.** Customer may allow its Users to access and use the Database Data to create and download lists of media outlet information, use Distribution Points to distribute press releases or similar information via the Company Technology, and attach its own personal notes to Database Data. Customer will not: (1) remove any proprietary notices, graphics, or text contained in or on the Database Data or on any downloaded lists; (2) make the Database Data or any downloaded lists available to non-Users, unless otherwise permitted under this Agreement; (3) incorporate or use the Database Data in any resale process, including a press release distribution service, unless otherwise permitted under this Agreement; or (4) use Database Data in a manner that would violate any applicable law, including but not limited to the CAN-SPAM Act or other anti-spamming laws or regulations and the Canadian Personal Information Protection and Electronic Documents Act all as amended by the Canada Anti-Spam Legislation. Any individual whom Customer contacts via the Company Technology using contact information acquired other than through the Services has either (A) given prior consent; or (B) can be contacted by Customer in accordance with applicable law. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE DATABASE DATA IS AT CUSTOMER'S OWN RISK. COMPANY AND ITS THIRD PARTY PROVIDERS WILL NOT BE LIABLE FOR CUSTOMER'S SUBSEQUENT USE OR DISTRIBUTION OF THE DATABASE DATA.

**1.3 Twitter Data.** Certain Database Data may be provided by Twitter ("**Twitter Data**"), and by using such Twitter Data, Customer agrees to the Twitter Terms of Service located at [www.twitter.com](http://www.twitter.com) ("**Twitter TOS**"). If Customer uses the Services to create content for or post content to the Twitter service, then Customer agrees to be bound by the Twitter privacy policy located at [www.twitter.com](http://www.twitter.com) ("**Twitter Privacy Policy**"), and the Twitter Rules located at [www.twitter.com](http://www.twitter.com) ("**Twitter Rules**"). Company may immediately terminate Customer's access to and continued retention of Twitter Data if Company or Twitter reasonably believes that Customer is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

**2. PRESS RELEASE DISTRIBUTION AND WEB SERVICE ENGINE OPTIMIZATION ("WEB SEO") SERVICES**

**2.1 Press Release Distribution Services.**

(A) This section sets forth the terms and conditions governing Customer's use of press release distribution services including the distribution of news releases and related information via the Company Technology through Company's partnerships with PRWeb (the "**PRWeb Service**"), Marketwired (the "**Marketwired Service**") or any other third party distribution service (collectively, the "**Press Release Distribution Services**").

- (B) Customer and not Company is responsible for the content and accuracy of all news copy and other information submitted by Customer to Company for distribution via the Press Release Distribution Services (the “**Release Materials**”), even if such copy has been reviewed, edited, or written by Company or its Affiliates for Customer. Company is not responsible for verifying facts contained in any Release Materials. Furthermore, Customer, as the issuer of news releases (including those Release Materials containing images and video) is solely responsible for the facts and accuracy of, and for obtaining all rights to, information and content submitted by it for distribution by Company.
- (C) All Release Materials submitted by Customer to Company must contain a Customer contact name, phone number and e-mail address that can be verified by Company.
- (D) Company, its Affiliates and partners do not warrant specific placement of any news release nor pick up by third parties of any news release, but will deliver a news release via online distribution methods to make such content available to be repurposed by third parties who discover the content at various Internet locations, both intended and unintended.
- (E) Customer shall not query, spider or access any Press Release Distribution Services without the express written consent of Company.
- (F) Customer acknowledges that the views expressed by issues of press releases are their own opinions, not the views of Company or the Press Release Distribution Services, and that different issuers of press releases may espouse conflicting opinions.
- (G) **PRWeb Service.**
- (i) Company reserves the right in its reasonable discretion to (a) reject or edit Release Materials (such editing to be done collaboratively with Customer); and (b) remove any news release from its Web site, cease distribution of any news release or reject any news release. Customer acknowledges that re-distribution of news releases is beyond Company’s control, and accordingly, Company is not obligated to remove Release Materials from sites outside of Company’s PRWeb network.
  - (ii) All Release Materials must follow the PRWeb Service editorial guidelines which can be found on the PRWeb Service Web site and are subject to change at any time at Company’s sole discretion.
  - (iii) If there are errors in the dissemination of Release Materials by Company, Company shall use reasonable efforts to correct such errors promptly upon Customer’s notice, without additional charge, and such obligation to correct shall constitute the sole liability of Company in this regard.
- (H) **Marketwired Service.** Use of the Marketwired Service is subject to Marketwired’s Terms of Service available online at [www.marketwire.com/Marketwire Terms of Service US](http://www.marketwire.com/Marketwire_Terms_of_Service_US), or such other method as may be advised from time to time by Marketwired, and incorporated into this Agreement. Such terms of service shall be deemed modified to the extent necessary to permit access to Marketwired’s services through the functionality of the Company Technology. Marketwired’s Terms of Service constitute a separate, binding agreement between Marketwired and Customer, and Marketwired has the right to assert and enforce its terms of service directly on its own behalf.
- (I) Neither Company nor its third party suppliers or partners (including Marketwired and PRWeb) will be liable to Customer for any error or omission resulting in the failure of the Press Release Distribution Services to publish the release through any particular outlet. Customer is solely responsible for the content of its press releases, including any errors, omissions, statements of facts or opinions, or third party quotations or references and Marketwired or PRWeb may reject such content when necessary.

**2.2 Web SEO Services.** Customer may purchase search engine optimization and tagging services, as well as search engine reports on their press releases (“**Web SEO Services**”). As further set forth in Section 7 of the MSA, neither Company nor its third party suppliers or partners will be liable to Customer for any error or omission resulting in the failure of the Web SEO Services to create any specific changes in search engine placement.

### **3. MEDIA MONITORING SERVICES**

**3.1 Queries.** This section sets forth the terms and conditions governing Company’s provision and Customer’s use of Company’s media monitoring service (the “**Monitoring Service**”). Company will monitor sources for mentions of words or phrases specified by Customer (each word or phrase a “**Customer Query**”). Company reserves the right, in its sole and absolute discretion, to refuse to undertake any query that Company reasonably deems improper or unlawful.

**3.2 Services and Rates.** Based on Customer Queries, the Monitoring Service may contain information from the following available sources: (1) print, (2) internet, (3) social media, and (4) broadcast monitoring (collectively, the “**Materials**”). Information provided through broadcast monitoring shall also be referred to as “**Broadcast Content**.” Materials provided through the Monitoring Service constitute Content and are provided “AS IS.”

**(A) US Print Media Monitoring Services.** Company takes no responsibility and assumes no liability for the obligations of third party-provided Content received via the Company Technology. Customer acknowledges and agrees that Company is only acting as a passive conduit for online distribution and publication of Materials from a third party. Customer may be required to agree to a third party’s terms of use in connection with its use of Materials.

**(B) International Print Monitoring Services.** For international print media monitoring services, Company may charge a fixed fee as set forth on the applicable Order Form as well as a variable charge for delivery of certain articles. Items delivered to Customer cannot be used as evidence in legal proceedings, in political activities or for any public display including, but not limited to, marketing, advertising, endorsement, publicity, and educational exhibition. Certain items delivered to Customer via the Service may only remain on Company’s servers for a limited period of time pursuant to Company’s agreements with its third-party providers. After expiration of that time, certain copyrighted items may not be available for retrieval from the Service.

**(C) Internet News Monitoring Services.** News monitoring charges consist of a fixed fee based on the number of media categories Company tracks and/or Customer’s estimated article volume. Tiered fees, if set forth on an Order Form, are based on an estimate of Customer’s usage. Company reserves the right to conduct periodic actual usage audits to determine Customer’s actual article volume. If Customer’s audited volume exceeds the tier applicable to its estimated usage, Company will invoice Customer for the overage amounts.

**(D) News Monitoring with LexisNexis.** Company provides certain Materials to Customer through a partnership with LexisNexis, a division of Reed Elsevier Inc. (“**LN**”) via the Company Technology, and Content provided through this partnership is provided “AS IS.” LN-provided Content is subject to the LexisNexis Terms and Conditions (“**LN Terms**”), available online at [www.lexisnexis/terms/general](http://www.lexisnexis/terms/general) and incorporated into this Agreement by reference. The LN Terms shall be deemed modified to the extent necessary to permit access to the LN-provided Content through the functionality of the Company Technology. Customer is prohibited from accessing and using LN-provided Content unless Customer has consented to the LN Terms. The LN Terms constitute a separate binding agreement between LN and Customer, and LN has the right to assert and enforce the LN Terms directly on its own behalf. Company takes no responsibility and assumes no liability for the obligations of LN as well as any LN-provided Content accessed via the Company Technology. Customer agrees that Company is only acting as a passive conduit for online distribution and publication of LN-provided Content that has been ordered by Customer from LexisNexis. LN’s consent to the terms of this Agreement shall be evidenced by providing Customer

with the means to access the LN-provided Content. LN Content may be provided as part of or separately from the Monitoring Service.

**(E) Quickshare via LexisNexis Publisher.** Company provides certain content sharing capabilities of LN-provided Content (“**Quickshare**”) to Customer through a partnership with LN via the Company Technology, but only if Customer subscribes to such Quickshare service. Customer is permitted to publish or distribute LN-provided Content internally to the specified number of recipients listed on the Order Form through daily newsletters, email transmission, and/or through Customer’s intranet. For purposes of this paragraph, “internal” includes Customer and its Affiliates.

**(F) Social Media Monitoring Services.** In conjunction with its partners, Company provides social media monitoring services directly by email and via the Company Technology. Social media monitoring charges consist of a fixed fee based on the number of media categories that Company tracks and Customer’s article volume. This fee is tiered based on the Parties’ agreed estimate of Customer’s usage. Company reserves the right to conduct periodic actual usage audits to determine Customer’s actual volume. If Customer’s audited volume exceeds the tier applicable to its usage, Company will invoice Customer for the overage amounts and/or Company will cease providing Content above such volume. Company may need administrative access to Customer’s social media platform(s) in order to provide social media monitoring services. Certain Content may be provided by Twitter (“**Twitter Data**”), and by using such Content Customer agrees to the Twitter Terms of Service located at [www.twitter.com](http://www.twitter.com) (“**Twitter TOS**”). If Customer uses the Services to create content for or post content to the Twitter service, then Customer agrees to be bound by the Twitter privacy policy located at [www.twitter.com](http://www.twitter.com) (“**Twitter Privacy Policy**”), and the Twitter Rules located at [www.twitter.com](http://www.twitter.com) (“**Twitter Rules**”). Company may immediately terminate Customer’s access to and continued retention of such Content if Company or Twitter reasonably believes that Customer is not in compliance with the Twitter TOS, Twitter Rules or Twitter Privacy Policy.

**(G) Broadcast Monitoring Services.**

- (i)** Company provides Broadcast Content through a partnership with a third party provider. Notwithstanding anything in this Agreement to the contrary, Customer and Users may: (1) use the Broadcast Content only for Company’s internal use and the purposes of private, non-commercial criticism, comment, news reporting, teaching, scholarship, or research; (2) distribute the Broadcast Content only within Customer’s organization in digital copy or link distribution through e-mail, as permitted by the third party’s software; (3) not publicly distribute, broadcast, transfer, display, or otherwise publicly exhibit any part of the Broadcast Content by any means, including posting clips to a public Web site on the Internet; (4) not resell, redistribute, download, or store Broadcast Content, other than as permitted in this Section; (5) not create derivative works from, copy and paste links, resell, reverse engineer or otherwise redistribute to third parties the Broadcast Content or the third party’s software; and (6) use Broadcast Content for up to twenty-eight (28) days after the original broadcast date, unless otherwise specified herein or permitted in the third party’s software. Customer and Users must use best efforts to prevent unauthorized copying or distribution of the Broadcast Content.
- (ii)** Company provides Customer with information on subjects that Customer selects from broadcast sources, and Broadcast Content is provided “AS IS.” Company will stream clips or links for twenty-eight (28) days from the original broadcast air date, unless Customer purchases a “download” or a “stream.” Digital preview clips within the Company Technology may be viewed up to one-hundred

(100) times per clip on the Full Player; content outside of the Company Technology may be viewed

twenty-five (25) times per clip on the modified Skinny Player. Broadcast monitoring fees consist of a negotiated, fixed, nonrefundable fee based on Customer's estimate of its clip volume. Notwithstanding the foregoing, certain download or streaming functionality may not be available if such functionality is or becomes restricted by the third-party provider of such Broadcast Content or by law or by regulation.

- (iii) **Volume Pricing for Clip Packages.** Fees for Broadcast Content are charged as set forth on an Order Form, however, Customer may obtain volume pricing on clip packages by pre-paying for a number of clips, which is non-refundable. Packages expire at the end of the Service Term, and clips must be used during the Service Term. If Customer's usage exceeds the package volume, then Company will invoice Customer for the overage amounts. Customer agrees to pay taxes, special services, out of market, special rush, archival, or product license fees in addition to the contractual rate, if applicable.

### 3.3 Usage.

- (A) Subscriber can access the text (or portions of the text) and video clips containing the Customer Queries through the Company Technology. Using the Services' functionality, Customer may e-mail text and/or hyperlinks viewable within the Services to Customer's employees, agents, contractors or clients (in the case of agencies who use the Services on behalf of a client) ("**Allowed Recipients**") solely for use in relation to Customer's or client's (in case of agencies who use the Services on behalf of a client) internal business purpose.
- (B) Unless otherwise authorized in this Agreement, neither Customer nor Allowed Recipients may (a) resell any text or video clips supplied hereunder (including any portion thereof); or (b) distribute or transfer, by any means whatsoever, any text or video clips received via the Services (or copies thereof), to any person, organization or institution other than Allowed Recipients. Customer warrants that text or video clips provided to Customer through the use of the Services will not be resold, republished or otherwise systematically distributed to third parties in any form, including but not limited to via an intranet, extranet or internet site. Notwithstanding anything to the contrary in this Agreement, Customer may, via the Company Technology, post, in electronic format, text, reports or the like, received via the Services to an intranet site for access and use solely by Allowed Recipients.
- (C) Customer acknowledges and agrees that in providing the Monitoring Service and Content, Company is not responsible for the substance, text or subject of any such Content.
- (D) Customer acknowledges and agrees that the Content monitored by Company is subject to copyrights owned by third parties. Company does not imply, represent or warrant, by virtue of supplying information incorporating Content, that Company holds or grants any license to use any text, video clips or graphics provided, including news mentions or links to such mentions. Customer's use of any text, video clips or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Customer's sole risk and expense. All items are protected by copyright owned by the copyright owner or licensor.
- (E) Customer's use of Content may be subject to restrictions imposed by one or more third-party copyright owners, and Customer agrees that it shall comply with any such restrictions.
- (F) Company does not represent or warrant that any specific source will be monitored by Company or represent that any amount of Content will be delivered through the Company Technology. Company reserves the right to change the sources that it monitors at any time. Certain sources may limit Customer's ability to view content or access links through the Services. Customer agrees that it shall comply with any such restrictions.

- (G) If Customer provides users in the United Kingdom (“UK”) with access to the Monitoring Service and receipt of NLA Content, then Customer shall:
- (iv) Obtain a license for any NLA Content accessed using the Services directly from the Newspaper Licensing Agency (“NLA”) for such UK Users;
  - (v) Unless licensed by the NLA, not further reproduce, copy, distribute, display, sell, publish, broadcast, circulate, deliver or transmit NLA Content either internally or to any third party (with the exception of licensed Public Relations Consultancies and/or Trade/Professional Associations) so as to infringe the intellectual property rights vested in the NLA;
  - (vi) Not remove, conceal or alter any copyright notices contained on or within the NLA Content as accessed or delivered;
  - (vii) Not store NLA Content in electronic form as part of any library or archive of information other than within the Services; and
  - (viii) Provide a statement when requested by Company setting out the number of permitted Users within Customer’s organization in the UK.
- (H) UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, DOWNLOADING, REPRODUCTION, REDISTRIBUTION, OR REPUBLICATION OF THE CONTENT AND COMPANY DATA IS SOLELY AT CUSTOMER’S OWN RISK. COMPANY AND ITS THIRD PARTY PROVIDERS WILL NOT BE LIABLE FOR CUSTOMER’S SUBSEQUENT USE OR DISTRIBUTION OF THE CONTENT OR COMPANY DATA.

### 3.4 Additional Representations and Warranties.

- (I) **Print and Internet Monitoring.** ALTHOUGH COMPANY WILL MAKE EVERY EFFORT TO PROVIDE A COMPLETE AND RELIABLE MONITORING SERVICE, IT CANNOT GIVE CREDIT FOR MISSED OR INCORRECT ARTICLES. COMPANY MAKES NO REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, REGARDING THE ORIGIN, ACCURACY, CORRECTNESS, COMPLETENESS, SUBJECT MATTER, CONTENT, OR EDITORIAL APPROACH OF ANY CONTENT, OR THE QUALITY OF SCANNED MATERIALS.
- (J) **Broadcast Monitoring.** COMPANY CANNOT MAKE REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACCURACY OF BROADCAST CONTENT OR TELEVISION TEXT BECAUSE IT USES CLOSED-CAPTIONING OF PROGRAMS, WHICH IS NOT ALWAYS IDENTICAL TO THE LITERAL TRANSCRIPTION OF A BROADCAST. CUSTOMER ACKNOWLEDGES THAT CLOSED-CAPTIONING IS SUBJECT TO OCCASIONAL CAPTION ERRORS, MISSPELLINGS, AND GARBLING.
- (K) **Social Media Monitoring.** SOCIAL MEDIA MONITORING SERVICES ARE PROVIDED TO CUSTOMER “AS-IS.” COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND AND NATURE CONCERNING THE SOCIAL MEDIA MONITORING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. SPECIFICALLY, COMPANY DOES NOT WARRANT THAT THE SOCIAL MEDIA MONITORING SERVICES WILL BE ERROR FREE, COMPLETELY SECURE, OR OPERATE WITHOUT INTERRUPTION.

#### **4. HELP A REPORTER OUT SERVICE**

- 4.1 HARO.** This section sets forth the terms and conditions governing the provision and Customer's use of Company's service linking information sources to reporters and bloggers currently known as HARO or HelpAReporterOut ("**HARO**").
- 4.2 Types of Memberships.** There are two types of memberships in HARO: Journalist Members and Source Members. The scope of Customer's access to the site is dependent upon the member type. Journalist Members log onto the Journalist home page and post a query ("**HARO Query**") which is given an anonymous email address. Source Members receive email listings of HARO Queries submitted by Journalist Members. If a Source Member has relevant information which he or she believes, in good faith, can assist the Journalist Member with regard to the specific HARO Query, then the Source Member may provide that information in response. The Source Member may not respond if the information is not in specific response to the HARO Query and the Source Member may not utilize any information contained within the HARO Query for any other purpose. Source Members may forward HARO Queries to others, but Source Members shall not post HARO Queries on blogs, Web sites or any similar venue. Customer shall not harvest Journalist Member email addresses for any reason.
- 4.3 Additional Disclaimers.** Company does not represent or warrant any information regarding the identity of any Journalist or Source Member with whom Customer may interact in the course of using the HARO service. Additionally, Company does not verify the authenticity of any data which Journalist or Source Members provide about themselves or relationships such individuals may describe. Customer shall not falsely state, impersonate, or otherwise misrepresent its identity, including but not limited to the use of a pseudonym in posting or responding to HARO Queries. Company is not liable for the deletion, corruption or failure to post, store and/or forward any messages or other content (and/or to do so in a timely manner), including without limitation HARO Queries maintained or transmitted by the Services.

## Exceptions to Specifications

Please see below to the objections to points made in the RFP Bid form provided by Collier County:

### Price Adjustments

*Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made prior to the contract anniversary date, in writing, to the Procurement Director. Price adjustments are dependent upon the consumer price index (CPI) over the past twelve (12) months, budget availability and program manager approval.*

Our price adjustments aren't limited to CPI because they are often driven by added functionality.

### Insurance

12. Insurance Requirements

14. Insurance Requirements

*The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.*

Cision meets many of the specified insurance limits but it does not notify clients of cancellation nor does Cision list clients individually as additional insureds. Cision has a blanket provision in its coverage that states that if it says that a customer is an additional insured in the contract then they are covered.

### Standard Purchase Order Terms and Conditions

Cision cannot agree to the terms set forth in #4, 5, 13, and 14 (we can provide certificate of insurance) of Exhibit IV (the PO terms and conditions), nor can Cision agree to any of the terms in Exhibit III (Cision's standard contract is included with its response).



**2015 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P10000014936

**Entity Name:** CISION US, INC.

**Current Principal Place of Business:**

1 PRUDENTIAL PLAZA  
1301 EAST RANDOLPH DRIVE SUITE 700  
CHICAGO, IL 60601

**Current Mailing Address:**

1 PRUDENTIAL PLAZA  
130 EAST RANDOLPH DRIVE SUITE 700  
CHICAGO, IL 60601 US

**FEI Number:** 36-4011543

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

GEC GROUP, LLC  
2731 EXECUTIVE PARK DRIVE  
4  
WESTON, FL 33331 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title CEO/PRESIDENT  
Name GRANAT, PETER  
Address 1 PRUDENTIAL PLAZA  
130 EAST RANDOLPH DRIVE SUITE  
700  
City-State-Zip: CHICAGO IL 60601

Title EVP/CFO/TREASURER/SECRETARY  
Name PEARLSTEIN, JACK  
Address 1 PRUDENTIAL PLAZA  
130 EAST RANDOLPH DRIVE SUITE  
700  
City-State-Zip: CHICAGO IL 60601

Title SVP  
Name SOLOMON, STEVE  
Address 1 PRUDENTIAL PLAZA  
130 EAST RANDOLPH DRIVE SUITE  
700  
City-State-Zip: CHICAGO IL 60601

Title DIRECTOR  
Name GRANAT, PETER  
Address 1 PRUDENTIAL PLAZA  
1301 EAST RANDOLPH DRIVE SUITE  
700  
City-State-Zip: CHICAGO IL 60601

Title DIRECTOR  
Name PEARLSTEIN, JACK  
Address 1 PRUDENTIAL PLAZA  
1301 EAST RANDOLPH DRIVE SUITE  
700  
City-State-Zip: CHICAGO IL 60601

Title DIRECTOR  
Name SOLOMON, STEVE  
Address 1 PRUDENTIAL PLAZA  
1301 EAST RANDOLPH DRIVE SUITE  
700  
City-State-Zip: CHICAGO IL 60601

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** JACK PEARLSTEIN

**EVP AND CFO**

**01/29/2015**

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date

March 28, 2016  
**FILED**  
New Business 7-b  
Jan 29, 2015 81 of 94  
**Secretary of State**  
**CC0736512139**



Cision US Inc.  
 1 Prudential Plaza, 7th Floor  
 130 E Randolph Street  
 Chicago, IL 60601  
 Tel: 312.922.2400  
 Fax: 312.922.3126

## Order Form

Reference No: Q-79274  
 Salesperson: Justin Tankersley, justin.tankersley@cision.com  
 Created: February 4, 2016  
 Quote Expiration: March 5, 2016

This Order Form ("Order Form") is entered into and effective as of the date of the Customer's signature below, between Cision US Inc. with its principal place of business at 130 E. Randolph Street, Chicago, IL 60601 ("Company") and Collier County Board of County Commissioners with its principal place of business at 3299 Tamiami Tr. East, Ste 700, NAPLES, FL 34112 USA ("Customer"). This Order Form is governed by the Subscription Agreement Terms and Conditions by and between Company and Customer (the "MSA") (collectively, the Order Form and MSA shall form the "Agreement"). Capitalized terms used in this Order Form shall have the meaning assigned to them in the MSA, unless otherwise defined herein. In the event of any conflict or discrepancy between the MSA and this Order Form, the Order Form shall control.

### Shipping Information

SHIPPING INFORMATION ON FILE	INDICATE CHANGES TO SHIPPING INFORMATION
Company: Collier County Board of County Commissioners	
Shipping Address: 3299 Tamiami Tr. East, Ste 700 Naples FL, 34112 USA	Shipping Address:
Name: Erin Smith	Name:
Phone: (239) 252-6298	Phone:
E-mail: erinsmith@colliergov.net	E-mail:

### Billing Information

BILLING INFORMATION ON FILE	INDICATE CHANGES TO BILLING INFORMATION
Company: Collier County Board of County Commissioners	This is a residential address.
Billing Address: 3299 Tamiami Tr. East, Ste 700, NAPLES, FL 34112 USA	Billing Address:
Invoice Contact Name: JONELL MODYS	Invoice Contact Name:
Invoice Contact Phone: (239) 252-2425	Invoice Contact Phone:
Invoice Contact E-mail: jonellmodys@colliergov.net	Invoice Contact E-mail:

SERVICES		
Quantity	Service(s) Ordered	Service Term
10	3,000 Additional Emails	12 Month(s)
1	Standard Media Database: North America (includes up to 5,000 emails)	12 Month(s)
1	3 Pack PRWeb Advanced Releases	12 Month(s)
1	News OnDemand: Online & LexisNexis Print Monitoring North America	12 Month(s)
1	News On-Demand Royalty Fee	12 Month(s)
1	News OnDemand: Streams	12 Month(s)
1	Social Media Monitoring: Up to 120,000 results per year	12 Month(s)
1	Additional Concurrent User(s)	12 Month(s)
1	Broadcast Monitoring: US	12 Month(s)
1	News OnDemand: Upgrade to International monitoring	12 Month(s)

PRICING*	
Total Fees	\$25,845.00
Discount	(\$14,377.50)
Total	\$11,467.50

\* Note: The Prices above do not include taxes and travel expenses. Taxes (if applicable) are charged based on the state listed in the Shipping Information section above. Invoices will reflect any such taxes collected or travel expense amounts.

Collier County a political subdivision of the State of Florida is tax exempt.

If a duration of time is listed in the Service Term, then the Service Term will begin on the date of Customer's signature below and continue for the duration. If dates are listed in the Service Term, then the Service Term will begin on the first date listed, unless Customer signs after such date, then Company will adjust the Service Term to start on the date of Customer's signature below.



## Payment Information

**Total Discounted Agreement Amount:** \$11,467.50

**Payment Plan:** Quarterly

**Installment Amount:** \$2,866.88

*This payment plan consists of 4 equal invoiced payments totaling the amount of the contract (plus applicable sales tax if any and handling fee). The first invoice will be generated at the time the contract is received and processed; the subsequent invoices will be generated on the same day, three months apart.*

**Payment Type:** Invoice

**Payment Terms:** ~~Due on receipt~~ in accordance with with Ch. 218, Local Government Prompt Payment Act. Invoices shall be delivered via email to the "Invoice Contact E-mail" in the billing Information section above.

Are you Tax Exempt?  YES

*If your organization is tax exempt, we require a valid tax exemption certificate from your state. Please email a copy of your certificate to your sales representative. We will not be able to process your order until this certificate has been received.*

If your organization requires a P.O. number on invoices issued by Company, please provide the P.O. number below. Failure to provide such information acknowledges that no P.O. number is required and all invoices will be paid in accordance with the Agreement.

**P.O. Number** \_\_\_\_\_

## System Manager

Please provide contact information for the person who will manage your system.

Name:

Email Address:

## Product Overview

The following products are included in this Order Form:

### **3,000 Additional Emails**

Emails are used when sending distributions out via the Cision application. Emails expire at the end of the contract period and will not be rolled over.

### **Standard Media Database: North America (includes up to 5,000 emails)**

Access to our North American media contacts, outlets and editorial opportunities for one user. Includes 5,000 emails which expire at the end of the contract.

### **3 Pack PRWeb Advanced Releases**

Flat Rate Package of 3 PRWeb Advanced Releases which expire at the end of the contract period. Includes one embedded image on PRWeb.com per release.

### **News OnDemand: Online & LexisNexis Print Monitoring North America**

Coverage of nearly 10,000 North American print sources of newspapers, magazines, trade/business journals and newsletters from the LexisNexis library as well as tens of thousands of North American news websites.

### **News On-Demand Royalty Fee**

Royalty fees for online content.

### **News OnDemand: Streams**

Any easy-to-use dashboard that enables you to quickly monitor and share news, and directly engage with influencers.

### **Social Media Monitoring: Up to 120,000 results per year**

Monitor millions of blogs, social media sites and Twitter. Receive up to 120,000 results per year.

### **Additional Concurrent User(s)**

Concurrent user license allows one user to access the software per license.

### **Broadcast Monitoring: US**

Monitor the closed-caption text from all national and cable news television programs as well as local coverage in all 210 US markets. Receive video snippets of your coverage with tools to easily edit, share and archive coverage.

### **News OnDemand: Upgrade to International monitoring**

Upgrade your News OnDemand package to international content.

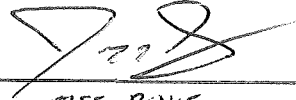
IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives.

For: Cision US Inc.

Signature:

Printed Name:

Date:

  
\_\_\_\_\_  
JEFF BOYLE  
\_\_\_\_\_  
2/26/16

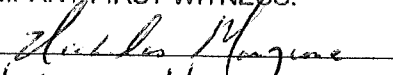
SUBSCRIBER:

BOARD OF COUNTY COMMISSIONERS  
OF COLLIER COUNTY, FLORIDA

By:   
\_\_\_\_\_  
Joanne Markiewicz (2/25/16)  
Procurement Services Director

COMPANY FIRST WITNESS:

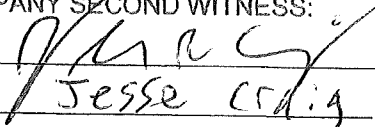
By:

  
\_\_\_\_\_  
Nicholas Manzoni

Print Name


COMPANY SECOND WITNESS:

By:

  
\_\_\_\_\_  
Jesse Craig

Print Name

Approved as to Form and Legality:

  
\_\_\_\_\_  
Assistant County Attorney

## SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. SUBSCRIPTION

A. Subject to the terms and conditions of this agreement, the subscriber ("Subscriber") named in the first page (the "Cover Page") of this subscription agreement (the "Agreement") hereby subscribes to the on-demand relationship management service (the "Service") made available by Cision US Inc. or its affiliate(s) (d/b/a/ Cision, hereafter "Company"). The term "Service" shall be deemed to include any professional services or custom services provided by Company under this Agreement and/or as obtained by using the suite of services/tools set forth on the Order Form. Company grants Subscriber a non-exclusive, revocable, non-transferable (other than as set forth in this Agreement), non-sublicensable right to access and use those modules of the Service set forth on the Order Form for its own internal business purposes in accordance with the terms and conditions in this Agreement. Subscriber shall not (i) license, sublicense, sell, resell, transfer, assign, or otherwise commercially exploit or make available to any third party the Service or any data provided by the Service in any way; or (ii) access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

B. This Section 1.B sets forth the terms and conditions governing Company's provision and Subscriber's use of Company's content monitoring service currently known as News On-Demand, News Management, Social Media or Broadcast Media (collectively and individually the "Monitoring Service") and only applies if such service is included on the Order Form, or is part of a suite of purchased services, in either case, the Monitoring Service shall be considered part of the Service.

(i) Company will monitor various sources on a daily basis for mentions of words or phrases specified by Subscriber (each word or phrase a "Subscriber Query"). Company reserves the right, in its sole and absolute discretion, to refuse to undertake any query that Company reasonably deems improper or unlawful.

(ii) Subscriber can access the text (or portions of the text) and video clips containing the Subscriber Queries through the Service. Using the Service's functionality, Subscriber may e-mail text, links viewable within the Service or video clips to Subscriber's employees, agents, contractors or clients (in the case of agencies who use the Service on behalf of a client) ("Allowed Recipients") solely for use in relation to Subscriber's or client's (in case of agencies who use the Service on behalf of a client) internal business purpose.

(iii) Neither Subscriber nor Allowed Recipients may (a) resell any text or video clips supplied hereunder (including any portion thereof); or (b) distribute or transfer, by any means whatsoever, any text or video clips received via the Service (or copies thereof), to any person, organization or institution other than Allowed Recipients. Subscriber warrants that text or video clips provided to Subscriber through the use of the

Service will not be resold, republished or otherwise systematically distributed to third parties in any form, including but not limited to via an intranet, extranet or internet site. Notwithstanding anything to the contrary in this Section 1.B, Subscriber may, via Company functionality, post, in electronic format, text, video clips, reports or the like, received via the Service to an intranet site for access and use solely by Allowed Recipients.

(iv) Subscriber acknowledges and agrees that in providing the Service, Company will supply information, including news mentions, prepared by others ("Third Party Content"), and Company is not responsible for the content of any such Third Party Content. Company makes no representation or warranty, whether express or implied, regarding the origin, accuracy, correctness, completeness, subject matter, content, or editorial approach of any Third Party Content.

(v) Subscriber acknowledges and agrees that the Third Party Content monitored by Company is subject to copyrights owned by third parties. Company does not imply, represent or warrant, by virtue of supplying information incorporating Third Party Content, that Company holds or grants any license to use any text, video clips or graphics provided, including news mentions or links to such mentions. Subscriber's use of any text, video clips or graphics provided hereunder, other than in accordance with the terms set forth herein, shall be at Subscriber's sole risk and expense. Further, Subscriber's use of information obtained through the Service may be subject to restrictions imposed by one or more third-party copyright owners, and Subscriber agrees that it shall comply with any such restrictions.

(vi) Company does not represent or warrant that any specific source will be monitored by Company. Company reserves the right to change the sources that it monitors at any time.

(vii) Certain sources, including but not limited to The Wall Street Journal, may limit Subscriber's ability to view content or access links through the Service. Subscriber agrees that it shall comply with any such restrictions.

(viii) If Subscriber provides users in the United Kingdom (UK) with access to the Monitoring Service, then Subscriber shall:

- Obtain a license for NLA Content directly from the Newspaper Licensing Agency ("NLA") for such UK users;
- Unless licensed by the NLA, not to further reproduce, copy, distribute, display, sell, publish, broadcast, circulate, deliver or transmit NLA Content either internally or to any third party (with the exception of licensed Public Relations Consultancies and/or Trade/Professional Associations) so as to infringe the intellectual property rights vested in the NLA;
- Not remove, conceal or alter any copyright notices contained on or within the NLA Content as accessed or delivered;

- Not store NLA Content in electronic form as part of any library or archive of information other than within the Service; and
- Provide a statement when requested by Company setting out the number of permitted users within Subscriber's organization in the UK.

(ix) Within the Service, Company provides certain news and other content and/or content sharing capabilities (a/k/a Quickshare) (collectively "LN Materials") to Subscriber through a partnership with LexisNexis, a division of Reed Elsevier Inc. ("LN"). The LN Materials are provided "AS IS", and Subscriber's use of the LN Materials are subject to LN's terms and conditions available online at [www.lexisnexis/terms/general](http://www.lexisnexis/terms/general) (the "LN Terms"), and incorporated into this Agreement by reference. The LN Terms shall be deemed modified to the extent necessary to permit access to the LN Materials through the functionality of the Service. Subscriber is prohibited from accessing and using LN Materials unless Subscriber has consented to the LN Terms. The LN Terms constitute a separate binding agreement between LN and Subscriber, and LN has the right to assert and enforce the LN Terms directly on its own behalf. Company takes no responsibility and assumes no liability for the obligations of LN as well as any LN Materials accessed by Subscriber using the Service. Subscriber agrees that Company is only acting as a passive conduit for online distribution and publication of LN Materials which have been ordered by Subscriber from LN. LN's consent to the terms of this Agreement shall be evidenced by providing Subscriber with the means to access the LN Materials. The LN Materials may be provided as part of or separately from the Monitoring Service.

C. This Section 1.C sets forth the terms and conditions governing Subscriber's purchase of press release distribution services including the distribution of news releases and related information via the Software through Company's partnerships with either PRWeb (the "PRWeb Service") or Marketwired (the "Marketwired Service") (collectively, the "Press Release Services") and only applies if such service is listed on the Order Form, or is part of a suite of purchased services, in either case, the Press Release Services shall be considered part of the Service.

(i) Subscriber and not Company is responsible for the content and accuracy of all news copy and other information submitted by Subscriber to Company for distribution via the Press Release Services (the "Release Materials"), even if such copy has been reviewed, edited, or written by a Press Release Services company for Subscriber. Company is not responsible for verifying facts contained in any Release Materials.

(ii) Neither Company nor the Press Release Services companies warrant specific placement of any news release nor pick up by third parties of any news release, but will deliver a news release via online distribution methods to make such content available to be repurposed by third parties who discover

the content at various Internet locations, both intended and unintended.

(iii) Subscriber shall not query, spider or access any Press Release Services without the express written consent of Company.

(iv) PRWeb Service.

a) Company reserves the right in its reasonable discretion to (a) reject or edit Release Materials (such editing to be done collaboratively with Subscriber); and (b) remove any news release from its web site, cease distribution of any news release or reject any news release. Subscriber acknowledges that re-distribution of news releases is beyond Company's control, and accordingly, Company is not obligated to remove Release Materials from sites outside of Company's PRWeb network.

b) All Release Materials must follow the PRWeb Service editorial guidelines which can be found on the PRWeb Service web site and are subject to change at any time at Company's sole discretion.

c) If there are errors in the dissemination of Release Materials by Company, Company shall use reasonable efforts to correct such errors promptly upon Subscriber's notice, without additional charge, and such obligation to correct shall constitute the sole liability of Company in this regard.

d) All Release Materials submitted by Subscriber to Company must contain a Subscriber contact name, phone number and e-mail address that can be verified by Company.

(v) Marketwired Service.

a) Use of the Marketwired Service is subject to Marketwired's Terms of Service available online at [http://www.marketwire.com/Marketwire\\_Terms\\_of\\_Service\\_US](http://www.marketwire.com/Marketwire_Terms_of_Service_US), or such other method as may be advised from time to time by Marketwired, and incorporated into this Agreement. Such terms of service shall be deemed modified to the extent necessary to permit access to Marketwired's services through the functionality of the Software. Marketwired's Terms of Service constitute a separate binding agreement between Marketwired and Subscriber, and Marketwired has the right to assert and enforce its terms of service directly on its own behalf.

D. This Section 1.D sets forth the terms and conditions governing Company's provision and Subscriber's use of Company's service linking information sources to reporters and bloggers currently known as HARO or HelpAReporterOut ("HARO") and only applies if such service is listed on the Order Form, or is part of a suite of purchased services, in either case, HARO shall be considered part of the Service.



(i) There are three types of memberships in HARO: Journalist Members, Source Members and Sponsors. The scope of Subscriber's access to the site is dependent upon the member type. Journalist Members log onto the Journalist home page and post a query ("HARO Query") which is given an anonymous email address. Source Members receive email listings of HARO Queries submitted by Journalist Members. If a Source Member has relevant information which he or she believes, in good faith, can assist the Journalist Member with regard to the specific HARO Query, then the Source Member may provide that information in response. The Source Member may not respond if the information is not in specific response to the HARO Query and the Source Member may not utilize any information contained within the HARO Query for any other purpose. Sponsor Members: To become a Sponsor member, a Subscriber must purchase advertisement spots that will appear in a HARO email.

(ii) Source Members may forward HARO Queries to others, but Source Members shall not post HARO Queries on blogs, web sites or any similar venue. Subscriber must not harvest Journalist Member email addresses for any reason.

(iii) Company does not represent or warrant any information regarding the identity of any Journalist or Source Member with whom Subscriber may interact in the course of using the Service. Additionally, Company does not verify the authenticity of any data which Journalist or Source Members provide about themselves or relationships such individuals may describe. Subscriber shall not falsely state, impersonate, or otherwise misrepresent its identity, including but not limited to the use of a pseudonym in posting or responding to HARO Queries.

(iv) Company is not liable for the deletion, corruption or failure to post, store and/or forward any messages or other content (and/or to do so in a timely manner), including without limitation HARO Queries maintained or transmitted by the Service.

E. Company's online platform comprised of tools, databases, APIs, and software solutions developed by Company (the "Software") allows access to certain proprietary or licensed information, data and materials. No license or other rights in the Software and any content within the Service, exclusive of

Subscriber Data and Subscriber Materials, are granted to Subscriber hereunder, and all rights not expressly granted to Subscriber herein are expressly reserved to Company or its licensors, as applicable. Subscriber agrees not to modify, create derivative works of, translate, reverse engineer decompile, disassemble the Service or Software or otherwise recreate or gain access to the source code. Furthermore, Subscriber shall not use the Service or any interface thereto for the purpose of developing a product or service that provides functionality similar to the Service.

F. The Service may include commenting or messaging functionality, functionality that allows posting or transmitting

content to outward facing, social or public platforms. By doing so, Subscriber agrees not to post any of the following:

(i) Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, or fraudulent;

(ii) Content that violates, or that causes Company to violate, any applicable law, regulation, or order of any governmental authority in any jurisdiction;

(iii) Content that infringes or violates any intellectual property or proprietary right of any party, or that Subscriber otherwise does not have the right to make available;

(iv) Private or confidential information of any person or entity, any trade secrets or information for which Subscriber has any obligation of confidentiality, or any material that impersonates any person or entity or misrepresents Subscriber's affiliation with any person or entity;

(v) Viruses, corrupted data, or other harmful, disruptive, or destructive files or content;

(vi) Content that violates any terms or conditions, policies, or guidelines of any social media platform or other platform or service to which it is posted; or

(vii) Content that transmits any bulk unsolicited commercial communications.

G. Subscriber represents to Company that Subscriber has valid title or license to all materials, including but not limited to the Release Materials if applicable, provided by Subscriber for residence on the Service (the "Subscriber Materials"), and it has all rights necessary to grant Company the rights set forth in this Agreement. Subscriber Materials are and shall remain the property of Subscriber, who shall retain all intellectual property rights therein. Subscriber hereby represents and warrants that Subscriber Materials will not contain any content that is obscene, libelous, slanderous or otherwise defamatory, false or misleading or that violates any copyright, right of privacy or publicity or other right of any person or party. Subscriber hereby grants to Company a non-exclusive, royalty-free license to use, copy, distribute, perform, display and prepare derivative works of the Subscriber Materials solely for the purpose of providing the Service. Company reserves the right to remove Subscriber Materials or other information and accounts containing any information that it determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or that violate any party's intellectual property or this Agreement.

H. Subscriber is responsible for all actions taken via Subscriber's account for the Service, including protecting the confidentiality of Subscriber's passwords and user IDs, and maintaining timely contact information for such account.

I. Company uses information collected from Subscriber ("Subscriber Data") to provide the Service. Company may share

Subscriber Data or Subscriber Materials with its affiliates or third parties that work on Company's behalf or provide services to Company in relation to Company's provision of the Service to Subscriber, including but not limited to necessary hardware, software, networking, storage, and technologies required to run the Service, and Subscriber hereby consents to such use of Subscriber Data and Subscriber Materials by affiliates and third parties. Subscriber acknowledges and agrees that Subscriber Data and Subscriber Materials may be transferred to, stored in, or accessed from outside the United States solely in order to provide the Service or for Company to fulfill its other obligations under this Agreement. Company shall, in providing the Service, comply with its privacy policy available at [www.vocus.com](http://www.vocus.com), [www.cision.com](http://www.cision.com), or such other website address made publically available. County subject to FL Public Records Law, Ch. 119, Fla.Stat.

## 2. HOSTING, SERVICE AVAILABILITY AND STORAGE

A. Company shall host and maintain the Service on its servers. The Service will maintain an average availability of no less than 99.5%, which translates to less than forty-five (45) hours of downtime per annum, excluding downtime caused by (i) scheduled maintenance performed between the hours of 12:00 AM and 6:00 AM Eastern time, (ii) emergency maintenance, (iii) *force majeure*, and (iv) any other events beyond Company's reasonable control. Downtime is any time in which a computer on the global Internet is unable to connect to the Company production environment, log into the application, access application data or file attachments or execute reporting jobs due to unavailability of the Service.

B. Company shall provide up to 500 megabytes (5 gigabytes if Company Public Relations Enterprise Edition is specified on the Order Form) of hosted data storage capacity to Subscriber for purposes of storing Subscriber Materials on the Service. Subscriber may purchase additional storage space at any time at Company's then-current price for such storage.

## 3. BACK-UP AND SUPPORT SERVICES

A. Company shall keep offsite back-ups of Subscriber's data. Restoration of Subscriber's data due to the fault of Subscriber will be at Subscriber's expense and if due to the fault of Company, at Company's expense.

B. During the term of this Agreement, Company shall provide technical support to Subscriber by providing Subscriber with access to a member of the Company support services staff via a telephone help line or email, which support staff member will consult with Subscriber for a reasonable amount of time during the hours of 8:00 AM and 8:00 PM Eastern time, Monday through Friday (unless otherwise set forth on the Order Form) to assist Subscriber with troubleshooting, error correction and use of the Service.

C. Any professional services or custom services purchased by Subscriber shall be used by Subscriber within the longest subscription term of any other service listed on the Order Form, or if no other service is listed on the Order Form, then within Subscriber's then current subscription term.

## 4. FEES

A. Subscriber shall pay the fees set forth on the Order Form in accordance with the payment terms set forth on the Order Form or upon signing of this Agreement if no such terms are contained on the Order Form. Fees are for services subscribed to and not for actual usage of the service, and except as set forth in Section 9.B, payment obligations are non-cancelable and all fees paid are non-refundable. Unless otherwise agreed to by the parties, Subscriber will not be given access to the Service until payment has been received.

B. If Subscriber's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Company reserves the right to suspend Subscriber's access to the Service, without liability to Subscriber, until such amounts are paid in full. Pursuant to Section 218.74 FL Stat. which ever is lower, from the date such payment was due until the date paid

C. Prices set forth on the Order Form do not include taxes. Unless collected and remitted by Company (as indicated on the invoice presented to Subscriber by Company), Subscriber is responsible for payment of all taxes due to a governmental authority, if any, except for taxes imposed on Company's net income. Subscriber shall provide to Company any certificate of exemption or similar document required to exempt any transaction under this Agreement from sales tax or other tax liability.

## 5. NONDISCLOSURE

A. "Confidential Information" means any and all information, which is of a confidential, proprietary or trade secret nature that is furnished or disclosed by one party to the other party under this Agreement. Without limiting the generality of the foregoing, Confidential Information includes the specific business terms of this Agreement, Subscriber Materials, and any other information that is marked as "Confidential," "Proprietary," "Trade Secret," or in some other manner to indicate it is of confidential, proprietary or trade secret nature.

B. Confidential Information will remain the property of the disclosing party. The receiving party agrees: (i) to hold the Confidential Information in strict confidence; (ii) to limit disclosure of the Confidential Information to the receiving party's own employees, agents affiliates, or authorized consultants or vendors who have a need to know the Confidential Information for the purposes of this Agreement; (iii) not to disclose any Confidential Information to any third party; (iv) to use the Confidential Information solely in accordance with the terms of this Agreement in order to carry out its obligations or exercise its rights under this Agreement; and (v) to notify the disclosing party promptly of any unauthorized use or disclosure of the Confidential Information and to cooperate with the disclosing party in every reasonable way to cease such unauthorized use or disclosure.

C. The obligations under this Section 5 will not apply to information that the receiving party can demonstrate: (i) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party; (ii) is independently developed by the receiving party without regard to the

Confidential Information of the other party; or (iii) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the receiving party shall attempt to furnish prompt written notice of such required disclosure and reasonably cooperate with the disclosing party, at the disclosing party's expense, in any effort made by the disclosing party to seek a protective order or other appropriate protection of its Confidential Information.

D. The parties agree that any breach of this Section 5 may cause the disclosing party substantial and irreparable damages; therefore, if the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing party in breach of this Section 5, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive and equitable relief.

E. Confidentiality of information contained in this agreement is subject to the requirements of the Florida Public Records Act, Chapter 119, Fla. Stat., and the Florida Sunshine Law, Chapter 286, Fla. Stat.

#### 6. WARRANTIES

A. Company represents and warrants that the Service will be available to Subscriber and perform substantially in accordance with the on-line help documentation and the service level standards set forth in Section 2.A of this Agreement.

B. Company represents and warrants that (i) the software underlying the Service does not and will not contain any Virus (as defined herein) or harmful or malicious code, including, without limitation, any software routine, code or instruction, hardware component or combination of the above which is designed to intentionally repossess the programs. For purposes hereof, "Virus" means, but is not limited to, components that are commonly referred to as "viruses," "back doors," "time bombs," "Trojan horses," "worms," "drop dead devices," and the like; (ii) it has the right to grant the license (i.e., use rights) to the proprietary software underlying the Service hereunder and to Company's knowledge, that the software underlying the Service (and use thereof) shall not infringe a third party's proprietary rights; (iii) the Service will be provided in a professional and workmanlike manner; and (iv) the Software shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by Subscriber.

C. Each party represents and warrants that the undersigned individual has full authority to (i) execute this Agreement on behalf of his/her respective party, and (ii) bind his/her respective party to this Agreement.

**D. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE (INCLUDING NON-INFRINGEMENT), AND ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF**

#### DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

#### 7. INDEMNIFICATION

A. Company will indemnify, defend and hold Subscriber harmless against any claim or demand by a third party, including without limitation reasonable attorney's fees, alleging that the Software infringes any intellectual property right under the laws of the United States of a third party. Company's indemnification obligation does not cover third party claims arising from: (i) modifications to the Software or the Service by anyone other than Company or its authorized agents and contractors; (ii) use of the Software by Subscriber in combination with other software or equipment not provided by Company where the Software, but for such combination, would not be infringing; or (iii) Subscriber's failure to use the Software or the Service in accordance with the terms and conditions in this Agreement.

B. Except as limited by Florida Statutes, Section 768.28 Subscriber shall be responsible for the claims, losses, damages and expenses that are proximately caused by the wrongful or negligent acts or omissions of itself or its agents, employees or representatives acting within the scope of their duties. Nothing herein shall be construed to limit Subscriber from asserting any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

C. Indemnification by a party hereunder is conditioned upon the following: (i) the indemnitee promptly notifying the other party of any claim; (ii) the indemnitor having sole control of the defense and all related settlement negotiations; and (iii) the indemnitee cooperating, at the indemnitor's expense, in the defense and furnishing the indemnitor with all related evidence in its control.

D. If a claim regarding the Service and alleging infringement is brought or is likely, in Company's sole opinion, to be brought, Company may, at its sole option and expense (i) obtain the right for Subscriber to continue using the Service; (ii) replace or modify the Service so that it becomes non-infringing; or (iii) upon notice to Subscriber, terminate this Agreement or Subscriber's use of the Service or any portion thereof, provided that Company promptly refunds to Subscriber the prorated portion of any pre-paid annual subscription fees paid hereunder for the Service or any portion of the Service.

#### 8. LIMITATION OF LIABILITY

A. Subscriber acknowledges that it alone is responsible for the results obtained from its use of the Service, including without limitation the usefulness, completeness, accuracy and content of such results. If any such results are inaccurate or incomplete solely due to any defect in the Service, Subscriber's exclusive remedy and Company's sole obligation shall be to correct or modify the Service at no additional charge to Subscriber.

B. The Service's web site may contain hyperlinks to Web sites controlled by parties other than Company. Company is not responsible for and does not endorse or accept any responsibility over the content or use of such Web sites.

C. Except for a material breach of the confidentiality provisions set forth in Section 5, or claims related to personal injury or property damage caused solely by Company's negligence or willful misconduct, Company's entire liability and Subscriber's exclusive remedy for damages for any claims arising under or in connection with this Agreement, regardless of the cause of action, whether in contract or in tort (including without limitation, breach of warranty and negligence claims) shall be limited to Subscriber's actual direct damages, not to exceed the amounts actually paid by Subscriber under this Agreement during the twelve months immediately preceding the month in which the cause of action arose.

**D. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD PARTY CLAIMS COVERED BY SECTION 7) OR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### 9. TERM AND TERMINATION

A. The term of this Agreement shall be the subscription term set forth on the Order Form unless terminated earlier in accordance with this Section 9. Any renewal payments will be due upon receipt of a proper invoice and in compliance with Chapter 218.70 Fla. Stats., otherwise known as the "Local Government Prompt Payment Act

B. If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement, then that party may provide written notice to the breaching party describing the alleged failure in reasonable detail. If the breaching party does not cure or begin to cure the material failure within 30 calendar days after receiving such written notice, then the non-breaching party may terminate this Agreement by written notice to the breaching party. Termination of this Agreement will be in addition to, and not in lieu of, other remedies available to the terminating party. Upon such termination by Subscriber, Company agrees to promptly refund to Subscriber a prorated portion of any prepaid annual subscription fees paid hereunder.

C. In addition to those conditions, rights, and remedies set forth in this Agreement, Company may also suspend Subscriber's access to the Service if in Company's reasonable opinion: (i) Subscriber's use of the Service violates applicable local, state, federal, or foreign laws or regulations; (ii) Subscriber fails to use the Service in accordance with Section 1 of this Agreement; (iii) Subscriber's use of the Service results in excessive bounce-backs, SPAM notices or requests for removal from mailing lists by recipients; or (iv) there are repeated complaints of Subscriber posting or uploading material that infringes or is alleged to infringe the copyright or trademark rights of any person or entity. Company will provide notice (which may be by email) of such suspension; and when commercially possible, will work in good faith with Subscriber to help Subscriber resolve the issue causing the suspension.

D. Within thirty (30) days after the expiration or termination of this Agreement for any reason: (i) Subscriber shall destroy the original and all copies (including partial copies) of Company's Confidential Information; and (ii) Company shall destroy Subscriber's Confidential Information hosted on the Service. Subscriber's Confidential Information stored on backup tapes or similar will be overwritten or deleted in Company's ordinary course of business.

E. The obligations of Sections 1.A (i) and (ii), 1.E, 1.F and 1.G, 5 (Nondisclosure), 7 (Indemnification), 8 (Limitation of Liability), 10 (Governing Law and Disputes), and 11 (General) will survive the expiration or termination of this Agreement.

#### 10. GOVERNING LAW AND DISPUTES

A. This Agreement will be governed and construed in accordance with the laws of the State of Florida exclusive of its choice of law provisions and **WITHOUT THE APPLICATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT**. Any suit hereunder will be brought in the federal or state courts located in the State of Florida, and the parties submit to the personal jurisdiction thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Subscriber and Company agree that in the event of litigation, the prevailing party shall have the right to collect from the other party its reasonable costs and attorneys' fees.

Collier County or Middle District of

B. Both parties agree to comply fully with all relevant laws, including the export laws and regulations relating to use of the Service in its place of business, regardless of country or jurisdiction. However, Subscriber's use of the data supplied by the Service is at Subscriber's own risk. Without limiting the foregoing, Subscriber will be solely responsible for usage of contact information (e.g. names, phone and facsimile numbers, e-mail addresses and physical addresses) in compliance with relevant laws and regulations. Subscriber may not: (i) send spam or unsolicited messages in violation of relevant laws, including concerning privacy, data protection, telemarketing, the CAN-SPAM Act or other commercial email laws, wireless domain suppression lists, and "Do-Not-Call" lists; (ii) send or store infringing, obscene, threatening, harassing, libelous, or otherwise unlawful or tortious material, including material harmful to children or violate third party privacy rights; or (iii) send or store material containing malicious code, including, without limitation, software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. Company also reserves the right to use or disclose information provided if required by law or if Company reasonably believes that use or disclosure is necessary to protect Company's rights and/or to comply with a judicial proceeding, court order, or legal process.

#### 11. GENERAL

A. Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement will be in writing, in English, and will be deemed to have been duly given: (i) five business days after the date of mailing if sent by registered or

certified U.S. mail, postage prepaid, with return receipt requested; (ii) when delivered if delivered personally or (iii) one business day after being sent by express courier service. All notices will be sent to the other party at its address as set forth on the Order Form (in the case of Company, "Attn: Legal Department") or at such other address as such party will have specified in a notice given in accordance with this Section 11.A. In addition, Company may provide notices to Subscriber electronically either via the Service or via any email address provided by Subscriber in connection with Subscriber's account.

**B.** Neither party may assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that no such approval is required for assignment by to a subsidiary or other affiliate, or in the event of transfer in a (i) transaction involving a change in control or (ii) sale or other disposition of all or substantially all of the assets, business or operations.

**C.** Subject to Section 11.B, this Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

**D.** The section headings contained herein are for reference only and shall not be considered substantive parts of this Agreement.

**E.** If Subscriber is the U.S. Government or any agency or instrumentality thereof, the software provided pursuant to this Agreement is delivered with RESTRICTED RIGHTS only. The use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-19 Commercial Computer Software—Restricted Rights or DFAR 252.227-7013 Rights in Technical Data and Computer Software.

**F.** The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

**G.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Agreement.

**H.** Company and Subscriber are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.

**I.** Statutory Conformity. Goods and services provided pursuant to this Agreement, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act.

**J.** Advertising. No Company providing services to Subscriber shall advertise the fact that it has contracted with Subscriber for

goods and/or services, or appropriate or make use of Subscriber's name or other identifying marks or property without the prior written consent of Subscriber's Purchasing Department.

**K.** Insurance Requirements. Company, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. Providing and maintaining adequate insurance coverage is a material obligation of Company. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

**L.** Compliance with Laws. In fulfilling the terms of this Agreement, Company agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veterans status. Further, Company acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and Subscriber shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by Subscriber as a material and substantial breach of the contract arising from this Agreement.


**M.** Force Majeure. Neither Subscriber nor Company shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When Company has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Agreement, Company shall immediately give notice thereof, including all relevant information with respects to what steps Company is taking to complete delivery of the goods and/or services to Subscriber.

**N.** Annual Appropriations. Subscriber's performance and obligation to pay under this Agreement shall be contingent upon an annual appropriation of funds.


**O.** This Agreement and the terms set forth on the Cover Page represent the entire agreement between Subscriber and Company with respect to the subject matter, superseding all previous oral or written communications, representations or agreements regarding such subject matter, including but not limited to any purchase order forms submitted by Subscriber (unless such purchase order is signed by Company), and Subscriber acknowledges that it has not relied on any representation that is not expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both parties. Any Order Form subject to these Terms and Conditions may be executed in counterparts, which together shall constitute a full and complete copy. Signatures on any such Order Form transmitted by facsimile or electronic mail shall be deemed original signatures and have the same effect as original signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives.

For: Cision US Inc.

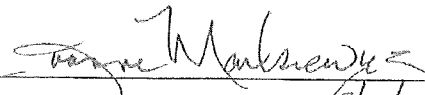
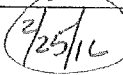
Signature:   
Printed Name: JEFF BOYLE  
Date: 2/26/16

Approved as to Form and Legality:

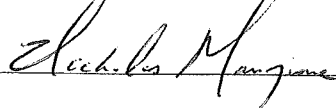
  
\_\_\_\_\_  
Assistant County Attorney

SUBSCRIBER:

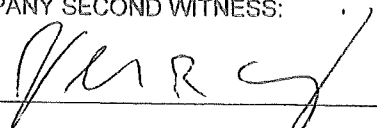
BOARD OF COUNTY COMMISSIONERS  
OF COLLIER COUNTY, FLORIDA

By:   
  
Joanne Markiewicz  
Procurement Services Director

COMPANY FIRST WITNESS:

By:   
Nicholas Manziore  
Print Name

COMPANY SECOND WITNESS:

By:   
Print Name Jesse Craig