

Pinellas Charter Review Commission

2015 – 2016 Agenda

Tuesday, September 8, 2015

4:00 p.m.

Supervisor of Elections Mid County Office
13001 Starkey Road
Largo, Florida 33773

1. Call to order
2. Self-introduction of CRC members
3. Public comment on items on this Agenda
4. Approval of minutes – August 13, 2015 meeting
5. Hiring a Charter Facilitator
6. Hiring a General Counsel
7. Interim General Counsel report and direction
 - a. Rules of the CRC
 - b. Charter's dual vote requirement
 - c. Term limits
8. Approval of Future Meeting Dates
 - a. November 9th – 11th
 - b. December 7th – 11th or 14th – 18th
9. Approval of Agenda for Next Meeting – 4:00 p.m., October 14, 2015
 - a. Items carried over from this agenda
 - b. Communication Plan / Public Outreach
 - c. Other issues as necessary and determined by the Charter Review Commission
10. Adjournment

**Pinellas County Charter Review Commission – 2015-2016
Tuesday, September 8, 2015**

**Agenda Item 2
Self-Introduction of Members of the
Charter Review Commission**

Executive Summary:

This agenda item calls for the self-introduction of each of the 13 members of the CRC. Mayor Bradbury was absent from the first meeting, so we are repeating the self-introduction at this meeting.

Background:

Section 6.03 of the Charter requires 13 members to be appointed by the Board of County Commissioners from the following groups:

- (1) One (1) member from the Pinellas County Legislative Delegation residing in Pinellas County;
- (2) One (1) constitutional officer;
- (3) One (1) member from the elected city officials;
- (4) One (1) member from the elected board of county commissioners; and
- (5) Nine (9) members from the public at large, none of whom shall be an elected official.

Vacancies shall be filled within thirty (30) days in the same manner as the original appointments.

The Board of County Commissioners has approved the following members:

| CRC MEMBER NAME | NOMINATED BY | OCCUPATION |
|------------------------|------------------------|----------------------|
| Larry Ahern | Legislative Delegation | State Representative |
| Johnny Bardine | Gerard | Attorney |
| Keisha Bell | Welch | Attorney |

| CRC MEMBER NAME | NOMINATED BY | OCCUPATION |
|----------------------------|-------------------------|--|
| Sandra Lee Bradbury | Mayors' Council | Mayor |
| Ken Burke | Constitutional Officers | Clerk of the Circuit Court & Comptroller |
| Ashley Caron | Seel | Higher Education Administrator |
| Barclay Harless | Morrone | Retail Banker |
| Janet C. Long | BCC | County Commissioner |
| James Olliver | Long | Higher Education Administrator (Retired) |
| Todd Pressman | Eggers | Governmental Affairs |
| James Sewell | BCC | Law Enforcement Officer (Retired) / Consultant |
| Joshua Shulman | Justice | Certified Financial Planner |
| Thomas Steck | BCC | Realtor |

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: September 1, 2015

**Pinellas County Charter Review Commission – 2015-2016
Tuesday, September 8, 2015**

**Agenda Item 3
Public Comment**

Executive Summary:

This agenda item seeks public comment on the issues included on this meeting's agenda where action is contemplated to be taken by the CRC, specifically the hiring of the facilitator, the hiring of a general counsel, and the rules of the CRC.

Background:

Section 286.0114(2), Florida Statutes, provides that "members of the public shall be given a reasonable opportunity to be heard on a proposition before a board or commission" with some exceptions for emergencies, ministerial matters, and others.

The statute specifically allows for a commission to maintain order and proper decorum in a public meeting, and to adopt rules pertaining to such order. See, §286.0114(2), *Fla. Stat.*

Analysis:

No CRC action is required on this item. The public comment portion of the meeting is statutorily required for the CRC's information.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: September 1, 2015

**Pinellas County Charter Review Commission – 2015-2016
Tuesday, September 8, 2015**

**Agenda Item 4
Approval of minutes – August 13, 2015 meeting**

Statement of Issue:

The minutes of the meeting of August 13, 2015 were prepared by the Board Records staff of the Clerk of the Circuit Court. The minutes will be distributed to all CRC members for their review prior to the September 8th meeting and are offered for review and approval or amendment. The minutes will also be posted publicly on the CRC website.

Options:

- (1) Approve minutes as drafted; or
- (2) Amend minutes with any corrections.

Prepared by:

Mary Scott Hardwick
Pinellas County Intergovernmental Liaison
Interim CRC Staff
On: September 1, 2015

Action Taken:

Motion to: _____, Made by: _____;
Seconded by: _____.

Approved _____; Approved as amended _____; Defeated _____.

**Pinellas County Charter Review Commission – 2015-2016
Tuesday, September 8, 2015**

**Agenda Item 5
Hiring a Charter Facilitator**

Statement of Issue:

As directed at the last meeting of the CRC, both qualified firms for Charter Review Facilitator were invited to make a presentation to the CRC. The letters sent to the firms are attached to this agenda item. In addition, you are provided with the Request for Proposal document that the firms responded to, score spreadsheet from the ranking committee, the evaluation criteria and a score sheet for your own use. After hearing the presentations, CRC members will have the opportunity to ask questions of each firm.

Hard copies of the firms proposals were handed out at the August 13th meeting and electronic copies will be posted to the Charter Review website.

Once both firms have presented the CRC will have an opportunity to discuss the firms and make a selection for Charter Review Facilitator. Subsequent to that decision, the County Purchasing department will work with the firm to develop a final contract.

Please note that a conflict of interest form is provided and must be signed by each evaluator prior to the presentations. Forms will be collected at the September 8, 2015 meeting.

Recommendation:

The CRC hear presentations from the firms and make a hiring decision.

Prepared by:

Mary Scott Hardwick
Pinellas County Intergovernmental Liaison
Interim CRC Staff
On: September 1, 2015

Action Taken:

Motion to: _____, Made by: _____;
Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.



Joe Lauro, CPPO, CPPB
Director

August 19, 2015

Diane Meiller and Associates, Inc.
Attn: Mary Taylor
255 S. Orange Avenue, Ste 1510
Orlando, FL 32801

mtaylor@meillerassociates.com

RE: Charter Review Facilitator
Contract No. 145-0141-P (SS)

Ms. Taylor:

This letter is written to inform of your firm's invitation to present to the Charter Review Committee (CRC) an oral presentation for the potential award of a contract for Charter Review Facilitator. The date, time and location for your firm's presentation will be **Tuesday, September 8, 2015 @ 4:00 PM** at the Pinellas County Supervisor of Elections Mid County Office, 13001 Starkey Road, Largo, FL 33773. The CRC has not determined which firm will be presenting first, therefore please arrive at least ¼ hour early to set up and so as to not disrupt the meeting in session.

The County will not be furnishing equipment for your presentation; therefore if you require audio visual equipment, you will be responsible for bringing your own. In addition, you will not be provided additional time for technical difficulties. The script for presentation is provided as below. It is essential that each presenting firm adhere to this script for equity and evaluation clarity.

SCRIPT FOR ORAL PRESENTATION

1. Introduction: Team introduction by principal in charge of this engagement. Describe who is ultimately responsible for the engagement and where your office is located. (2 minutes)
2. Relevant Experience: Short synopsis by key team members personally of their individual role in this engagement and relevant experience and expertise in completing work for similar engagements. (5 minutes).
3. Based on your understanding of the potential engagement, please outline your understanding of the scope of this engagement. Please discuss your firm's qualifications and qualification of proposed staff; with similar engagements, management experience, firm experience, individual experience, etc. (6 minutes).
4. Questions and Answers.
5. Wrap up (Principle in Charge – 2 minutes)

Time estimates for each phase of your oral presentation are approximate. Use your best judgment of how to spend your time keeping in mind that the total presentation will not exceed 15 minutes in length.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



Please confirm your attendance for the presentation via email response to my attention at: ssteele@pinellascounty.org.

Additionally, if you have any questions, please contact me at directly at 727-464-4776.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue Steele".

Sue Steele, CPPB
Lead Procurement Analyst



Joe Lauro, CPPO, CPPB
Director

August 19, 2015

Kurt Spitzer and Associates, Inc.
Attn: Kurt Spitzer
719 East Park Avenue
Tallahassee, FL 32301

kurtspitzer@ksanet.net

RE: Charter Review Facilitator
Contract No. 145-0141-P (SS)

Mr. Spitzer:

This letter is written to inform of your firm's invitation to present to the Charter Review Committee (CRC) an oral presentation for the potential award of a contract for Charter Review Facilitator. The date, time and location for your firm's presentation will be **Tuesday, September 8, 2015 @ 4:00 PM** at the Pinellas County Supervisor of Elections Mid County Office, 13001 Starkey Road, Largo, FL 33773. The CRC has not determined which firm will be presenting first, therefore please arrive at least ¼ hour early to set up and so as to not disrupt the meeting in session.

The County will not be furnishing equipment for your presentation; therefore if you require audio visual equipment, you will be responsible for bringing your own. In addition, you will not be provided additional time for technical difficulties. The script for presentation is provided as below. It is essential that each presenting firm adhere to this script for equity and evaluation clarity.

SCRIPT FOR ORAL PRESENTATION

1. Introduction: Team introduction by principal in charge of this engagement. Describe who is ultimately responsible for the engagement and where your office is located. (2 **minutes**)
2. Relevant Experience: Short synopsis by key team members personally of their individual role in this engagement and relevant experience and expertise in completing work for similar engagements. (5 **minutes**).
3. Based on your understanding of the potential engagement, please outline your understanding of the scope of this engagement. Please discuss your firm's qualifications and qualification of proposed staff; with similar engagements, management experience, firm experience, individual experience, etc. (6 **minutes**).
4. Questions and Answers.
5. Wrap up (Principle in Charge – 2 **minutes**)

Time estimates for each phase of your oral presentation are approximate. Use your best judgment of how to spend your time keeping in mind that the total presentation will not exceed 15 minutes in length.

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Please confirm your attendance for the presentation via email response to my attention at:
ssteele@pinellascounty.org.

Additionally, if you have any questions, please contact me at directly at 727-464-4776.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue Steele".

Sue Steele, CPPB
Lead Procurement Analyst



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

| | |
|--------------------------------------|---|
| SEALED PROPOSAL • DO NOT OPEN | |
| SEALED PROPOSAL NO.: | 145-0141-P (SS) |
| PROPOSAL TITLE: | Charter Review Facilitator |
| DUE DATE/TIME: | May 28, 2015 @ 3:00 p.m. |
| SUBMITTED BY: | _____ |
| | (Name of Company) |
| DELIVER TO: | PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756 |



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current%20Bids1.htm), from which you obtained this proposal. Before submitting your proposal you should check the Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

| | |
|--|--|
| SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756 |  <h1 style="margin: 0;">REQUEST FOR PROPOSAL</h1> |
| ISSUE DATE: May 5, 2015 | PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED |
| TITLE: Charter Review Facilitator | RFP NUMBER: 145-0141-P (SS) |
| SUBMITTAL DUE: May 28, 2015 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. | PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE |
| DEADLINE FOR WRITTEN QUESTIONS: May 18, 2015 BY 3:00 P.M. SUBMIT QUESTIONS TO: SUE STEELE, CPPB AT ssteele@pinellascounty.org Phone: 727-464-4776 Fax: 727/464-3925 | |
| <p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> <p>Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p> |  <small>JOSEPH LAURO, CPPB/CPPB Director of Purchasing</small> |

PROPOSER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

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

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

COMPANY EMAIL ADDRESS: _____

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

_____ **FEIN#** _____ **CONTACT NAME:** _____

Proper Corporate Identity is needed when you submit your proposal, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

_____ **PRINT NAME:** _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A – GENERAL CONDITIONS**1. SUBMISSION OF PROPOSAL:**

- (a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.
- (b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- (c) Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP as provided herein and in Section A, paragraph 20. Proposer is deemed to have accepted and to be bound by the RFP and Services Agreement terms and conditions that Proposer does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Proposer, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

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

3. DESCRIPTION OF SUPPLIES/SERVICES:

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

4. ALTERNATES:

Unless otherwise provided in this Request for Proposal, ALTERNATES may be included in the plans, specifications, and/or proposals. When included, the Proposer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Proposal. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

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

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

- a) the right to rank firms and negotiate with the most qualified firm.
- b) the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) the right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive.
- d) the right to cancel the entire Request for Proposal.
- e) the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) the right to require the Proposer to perform the services required on the basis of the original proposals without negotiation.

SECTION A – GENERAL CONDITIONS**6. EVALUATION CRITERIA:**

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP.

7. COSTS INCURRED BY PROPOSERS:

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

8. ORAL PRESENTATION:

An oral presentation may be requested of any firm, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in Section E of the RFP. The most qualified firm as determined by evaluation process shall proceed with the contracting process.

9. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Proposer further represents that no person having any such interest shall be employed by Proposer during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification from the Proposer.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

10. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified on page one (1) of this RFP.

11. LATE PROPOSAL OR MODIFICATIONS:

Proposals and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **Late proposals will not be accepted and shall be rejected. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.**

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| SECTION A – GENERAL CONDITIONS |
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12. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

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

13. JOINT VENTURES:

All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

14. PROVISION FOR OTHER AGENCIES:

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

15. COLLUSION:

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

16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

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

17. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this RFP and may be incorporated into the Services Agreement as deemed necessary by the County, except as specifically stated in the subsequent sections of the document, which take precedence over Section A.

18. ADA REQUIREMENT FOR PUBLIC NOTICES:

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

19. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

When awarding a purchase of five thousand dollars (\$5,000) or less, or recommending a purchase in excess of five thousand dollars (\$5,000) for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

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

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

SECTION A – GENERAL CONDITIONS

DEFINITIONS:

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

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

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

20. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services from the Contractor if provided in the Services Agreement.

21. **SERVICES AGREEMENT:**

In addition to being subject to all terms and conditions in this RFP, all responses are subject to the terms and conditions in the Services Agreement attached to the RFP. Additional or modified terms and conditions in the Services Agreement may be necessary depending on the responses to the RFP, including any exceptions stated by the Proposer as required by Section A, paragraph 1(c) of this RFP. However, the County objects to and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the Services Agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

22. **INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

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

23. **PUBLIC RECORDS/TRADE SECRETS:**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer on its Proposal, Proposer acknowledges and agrees:

1. that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;
2. that to the extent that the proposal with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;

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| SECTION A – GENERAL CONDITIONS |
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3. to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the County's non-disclosure of the trade secret materials.
4. that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the County, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies including but not limited to Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by Proposer, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer is not acceptable to the County and will result in a determination that the proposal is nonresponsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

24. **LOBBYING:**

Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids, or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, or elected/appointed officials, or advisory board members regarding request for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee or elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

25. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code:

(a) *Right to protest.* Any prospective bidder or proposer who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or nonresponsive; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

(b) *Posting.* The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

SECTION A – GENERAL CONDITIONS

(c) *Requirements to protest.*

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

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

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

(d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.

(e) *Sole remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.

(f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(g) *Time limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid/request for proposal.

(h) *Authority to resolve.* The director of purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.

(i) *Review of purchasing director's decision.*

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

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(i) *Stay of procurement during protests.* There shall be no stay of procurement during protests.

SECTION B – SPECIAL CONDITIONS

Proposal Title: Charter Review Facilitator**Proposal Number: 145-0141-P (SS)****1. INTENT:**

The Pinellas County Charter requires a review every eight (8) years by a Charter Review Commission (CRC). Towards this end, the County is desirous of providing qualified professional facilitators or consulting firms to consider for hire by the CRC, to assist with the entire 2015-2016 Charter Review process, including, but not limited to: review of the Pinellas County Charter (Charter); identifying issues for CRC consideration; compilation of comparative information regarding other Florida County Charters and other assorted duties as explained in detail in Section E, Scope of Work.

2. PROPOSAL REQUIREMENTS:

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications, as well as the methods, manner, proposed completion schedule if applicable, and the cost to complete the Section E Scope of Work:

- a) A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services. Also include the reference information requested in Section D.
- b) A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work set out in Section E.
- c) A separate proposed Statement of Work (Proposer's Statement of Work) that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement as an Exhibit at the County's option.
- d) The proposed compensation to be paid by the County for the services identified in the Proposer's Statement of Work required in subsection 2(c) above, including the methodology for determining the compensation. Proposer shall submit the proposed compensation based upon a lump sum not-to-exceed amount; use form on page 16 to submit fees.
- e) Any exceptions to any section of this RFP.

3. TERM OF SERVICES AGREEMENT:

Duration of the contract shall be for the entire time the CRC is in session, unless otherwise indicated.

4. FEES AND EXPENSES:

The agreed to compensation will include all standard day-to-day administrative, overhead and internal expenses; including, but not limited to:

- | | |
|---|--|
| • costs of bonds and insurance premiums as required by this RFP | • computer/software |
| • support | • equipment and usage |
| • office supplies | • telephone charges |
| • safety equipment | • emails |
| • consumables | • electronic data transmission fees |
| • other consulting services | • standard copier usage |
| • special presentations | • fax charges |
| • regular and certified postage | • travel, per diem and lodging charges, unless otherwise agreed to by the County in the Services Agreement |

Travel and lodging expenses will be included in the lump sum proposal and will be paid in accordance with Florida Statute 112.061.

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| SECTION B – SPECIAL CONDITIONS |
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5. TIME LINE:

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

| Date | |
|--------------|--|
| May 5, 2015 | Advertising & Publishing RFP |
| N/A | Pre-proposal Conference |
| May 18, 2015 | Deadline for Questions/Clarifications |
| May 28, 2015 | Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately. |
| TBD | Evaluation of the RFP |
| TBD | Recommendation due to Purchasing from CRC |
| TBD | Submit recommendation to Board for Award of Contract |

6. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original paper document and six (6) electronic media copies CDs/DVDs or Travel Drives in PDF format. The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning so that the County can open, print, read and save the pdf file you have created. To ensure consistency, the electronic copy should be ONE file document and in the same order as the paper original. If this is not possible, the electronic copy files should be in the same order as the paper copy, with a directory listing of the files.

Please note the evaluation committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.

Instructions for Providing Files in PDF Format to Pinellas County Government

Why does Pinellas County Government want all the documents as PDF files?

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

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| SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS |
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1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

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| SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS |
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- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
- (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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| SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS |
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- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

Limits

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

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

| | |
|------------------------------------|--------------|
| Combined Single Limit Per Accident | \$ 1,000,000 |
|------------------------------------|--------------|

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

SECTION D – VENDOR REFERENCES

Proposal Title: Charter Review Facilitator

Proposal Number: 145-0141-P (SS)

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

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

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

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

Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

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

1. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

2. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

3. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

4. COMPANY: _____

ADDRESS: _____

TELEPHONE/FAX: _____

CONTACT: _____

CONTACT EMAIL: _____

COMPANY EMAIL ADDRESS: _____

SECTION E – SCOPE OF WORK

Proposal Title: Charter Review Facilitator**Proposal Number: 145-0141-P (SS)****A. OBJECTIVE:**

To hire a facilitator to assist with the 2015-2016 Charter Review process.

B. BACKGROUND:

Approved by the voters as a charter county in 1980, Pinellas County is one of twenty (20) charter counties in the State of Florida. The Charter requires that every eight (8) years the CRC review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to the Charter, if any. The CRC process and procedures for charter amendments are defined in Article VI of the Charter. The Charter directs the CRC to meet prior to the end of the third week in August 2015 and to submit a report to the citizens of Pinellas County by July 31, 2016. The CRC consists of thirteen (13) members: one (1) member of the Pinellas County Legislative Delegation, one (1) Constitutional Officer, one (1) city-elected official, one (1) County Commissioner and nine (9) members of the public who are not elected officials. All members are required to be residents of Pinellas County.

Pinellas County is located in west central Florida (Tampa Bay Area) and as of 2010 was ranked 6th in population in the State of Florida with a total population of 916,542 as reported by the 2010 U.S. Census. It is the second smallest county in the State with a land area of 280 square miles but the most densely populated (3,347 persons per square mile). The County contains twenty-four (24) municipalities ranging in population from 78 to 244,769; slightly less than one-third of the County's population resides in the unincorporated area

C. SCOPE OF WORK:

The successful provider of services as defined by this contract will be required to furnish a varied amount of tasks and deliverables to include, but not be limited to:

1. Facilitate the meeting of the CRC to include attending, scheduling & other administrative responsibilities.
2. Administrative responsibility for the CRC, which includes staffing, scheduling and facilitating the meetings of the CRC.
3. Review the existing Charter and develop a non-exclusive list of updates and subject matter delegation for the CRC to consider; facilitate discussion of subject matter identified by CRC for consideration.
4. Develop proposed operating rules for the CRC.
5. Perform research and develop briefing documents for the CRC.
6. Cooperate and consult with legal counsel for the CRC on charter language, ballot language for any proposed amendments to the Charter and other legal concerns.
7. Identify and schedule members of the local community and from other jurisdictions to testify as directed by the CRC.
8. Prepare public information materials including, but not limited to, media releases, pamphlets, etc.
9. Prepare a final report for consideration by the CRC.
10. Arrange for publication and distribution of the final CRC report.
11. Perform other tasks as directed by the CRC.

D. EVALUATION CRITERIA:

The criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee, per the following evaluation criteria:

1. Qualifications (300 Points)

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

SECTION E – SCOPE OF WORK

2. Statement of Work & Approach (500 Points)

A separate proposed Statement of Work that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement at the County's option.

3. Compensation (150 Points)

The proposed compensation to be paid by the County for the services identified in the Statement of Work, including the methodology for determining the compensation. Unless the method of compensating Proposer for the services is otherwise specified in Section B, paragraph 4, Proposer shall submit the proposed compensation based upon a lump sum not-to-exceed amount; use form on page 16 to submit fees.

4. No Exceptions to RFP (50 Points)

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion may be deducted if the Proposer takes exception to any language to this RFP package.

5. Presentations (1,000 Points)

The scores from the written evaluation phase will be carried forward (for the shortlisted proposers deemed qualified to proceed) and combined with scores from the oral presentation process for one total score potential of 2,000 points. The proposer with the highest combined score shall proceed with the contracting process.

i. ITEMS TO BE RETURNED WITH PROPOSAL:

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

| | | |
|----|-----------|---|
| a) | Page 1 | Proposal Signature Page |
| b) | Section B | Item 2 Proposal Requirements |
| c) | Section B | Item 8 Proposal Submittal Copies |
| d) | Section D | Vendor References |
| e) | Section E | Proposal Submittal |
| f) | Section F | ePayables Form |
| g) | Section F | W-9 Form |
| h) | Section G | Addendum Acknowledgement Form (If Applicable) |
| i) | Section H | Statement of No Submittal (If Applicable) |

SECTION E – SCOPE OF WORK**FEE AND EXPENSES**

| DESCRIPTION | FEE |
|---|-----|
| LUMP SUM COMPENSATION NOT TO EXCEED: (Inclusive of all costs but Travel) | \$ |
| TRAVEL LUMP SUM NOT TO EXCEED: | \$ |
| TOTAL: | \$ |

SECTION F ELECTRONIC PAYMENT**Electronic Payment (ePayables)**

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

Would your company accept to participate in the ePayables credit card program?

☐ Yes☐ No

Company Name

Authorized Signature (for payment acceptance)

Printed Signature/Title/Department

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

| | | |
|---|--|--|
| Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service | <h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> | Give Form to the requester. Do not send to the IRS. |
|---|--|--|

| | |
|---|--|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) _____ Business name/disregarded entity name, if different from above _____ Check appropriate box for federal tax classification: <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 70%;"> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div style="width: 30%; border: 1px solid black; padding: 5px;"> Exemptions (see instructions) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ </div> </div> |
| | <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Address (number, street, and apt. or suite no.) _____ City, state, and ZIP code _____ List account number(s) here (optional) _____ </div> <div style="width: 35%; border: 1px solid black; padding: 5px;"> Requester's name and address (optional) _____ _____ _____ </div> </div> |

Part f Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | |
|------------------------|--|--|--|---|--|--|---|--|--|
| Social security number | | | | | | | | | |
| | | | | - | | | - | | |

| | | | | | | | | |
|---------------------------------------|--|---|--|--|--|--|--|--|
| Employer identification number | | | | | | | | |
| | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Data ►

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partner's share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION G – ADDENDA ACKNOWLEDGMENT FORM

Proposal Title: Charter Review Facilitator

Proposal No: 145-0141-P (SS)

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

| ADDENDA NO. | SIGNATURE/PRINTED NAME | DATE RECEIVED |
|-------------|------------------------|---------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

SECTION H – NO BID STATEMENT

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

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

We, the undersigned have declined to submit a proposal for RFP No. **145-0141-P (SS)** for **Charter Review Facilitator**.

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this _____ day of _____, 20____ ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and _____ ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to _____ ("RFP") for _____ services; and

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

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

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

1. Definitions.

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

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

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

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

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

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

3. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from _____.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

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

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

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

4. Term of Agreement.

A. Initial Term. The term of this Agreement shall commence on (select appropriate box):

☐ the Effective Date; or

☐ _____, 20____,

☐ and shall remain in full force and effect for _____

B. Term Extension. (Select appropriate box.)

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

☐ The Parties may extend the term of this Agreement for ____ () additional ____ () month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Compensation and Method of Payment.

A. Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

B. ☐ The County agrees to pay the Contractor the not-to-exceed sum of \$_____.

☐ For Services completed and accepted as provided in Section 15 herein if applicable, payable [*INSERT APPROPRIATE OPTIONS AND DELETE THE REMAINING OPTIONS*] [in equal monthly payments of \$____ beginning on the first day of the month commencing on __, 20____, upon submittal of an invoice as required herein.]

☐ on a fixed-fee basis for the deliverables as set out in Exhibit _____, payable upon submittal of an invoice as required herein.

☐ at the following hourly rates (select appropriate box):

☐ the hourly rate of \$_____; or

☐ [*DESCRIBE PAYMENT TERMS*] _____

C. Travel Expenses. (Select appropriate box.)

☐ The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

☐ The County shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or County Travel Policy, and as approved in writing in advance by _____.

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

E. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to (select appropriate box):

☐ to the designated person as set out in Section 18 herein;

☐ as provided in Exhibit ____ attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

6. Personnel.

A. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

B. Approval and Replacement of Personnel. The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

7. Termination.

A. Contractor Default Provisions and Remedies of County.

1. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. **Termination for Cause by the County.** In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

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

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

9. Confidential Information and Public Records.

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

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

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

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

11. Compliance with Laws. The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

12. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

13. Liability and Insurance.

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

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

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

16. Subcontracting/Assignment.

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

B. Assignment. (Select appropriate box.)

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

☐ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

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

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

For County:

Attn: _____

For Contractor:

Attn: _____

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

19. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement, Contractor shall not _____.

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

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

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

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

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

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

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

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

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

(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA

by and through its _____

[ADD CONTRACTOR'S NAME BELOW]

By: _____

By: _____

Name: _____

Title: _____

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

[INSERT ATTEST BOX BELOW FOR BOARD OF COUNTY COMMISSIONER AGREEMENTS]

[SUBJECT TO CHANGE]

ATTEST:

KEN BURKE, CLERK OF COURT

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: _____
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT B

INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

EXHIBIT B

INSURANCE REQUIREMENTS

- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

EXHIBIT B

INSURANCE REQUIREMENTS

- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

EXHIBIT B

INSURANCE REQUIREMENTS

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

Limits

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

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

| | |
|------------------------------------|--------------|
| Combined Single Limit Per Accident | \$ 1,000,000 |
|------------------------------------|--------------|

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

EXHIBIT C

PAYMENT SCHEDULE

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT D

PAYMENT/INVOICES

PAYMENT/INVOICES:

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

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

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

INVOICE INFORMATION:

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

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

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

EXHIBIT E

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

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

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

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

EXHIBIT E

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

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

PINELLAS COUNTY EVALUATION CRITERIA TABULATION SHEET

RFP TITLE: Charter Review Facilitator
RFP #: 145-0141-P (SS)

| | COMPANY NAME | EVALUATOR | EVALUATOR | EVALUATOR | EVALUATOR | EVALUATOR | TOTAL POINTS | TOTAL AVERAGE | RANK |
|---|----------------------------------|---------------------|-------------------|--------------|--------------|-------------|--------------|---------------|------|
| | | Mary Scott Hardwick | Cecilia McCorkell | Diane Nelson | Andrew Pupke | Jewel White | | | |
| 1 | Diane Meiller & Associates, Inc. | 905.00 | 905.00 | 920.00 | 920.00 | 905.00 | 4555.00 | 911.00 | 1 |
| 2 | Kurt Spitzer and Associates | 841.30 | 866.30 | 866.30 | 866.30 | 866.30 | 4306.48 | 861.30 | 2 |

Date: June 30, 2015

EVALUATION FORM FOR PROFESSIONAL SERVICES

RFP NUMBER: 145-0141-P (SS)

TITLE: Charter Review Facilitator

Criterion

1. Qualifications

Maximum Point Value 300

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

2. Statement of Work & Approach

Maximum Point Value 500

A separate proposed Statement of Work that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement at the County's option.

3. Compensation

Maximum point value 150

The proposed compensation to be paid by the County for the services identified in the Statement of Work, including the methodology for determining the compensation. Proposer shall submit the proposed compensation based upon a lump sum not-to-exceed amount; use form on page 16 to submit fees.

4. No Exceptions to RFP (50 Points)

Maximum point value 50

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion may be deducted if the Proposer takes exception to any language to this RFP package.

5. Presentations

Maximum point value 1,000

ORGANIZATION SUBMITTING OFFER: Diane Meiller and Associates, Inc.

EVALUATION CRITERIA NOTE SHEET

RFP TITLE: Charter Review Facilitator RFP NO. 145-0141-P (SS)

| CRITERIA | (A) POTENTIAL POINTS | (B) PERCENTAGE CONSENSUS RANGE | (C) INDIVIDUAL PERCENTAGE SELECTED FROM RANGE | (A) X (C) | TOTAL SCORE |
|-----------------------------------|----------------------------|---|--|-----------|----------------|
| 1. Qualifications | 300 | | | ____x____ | |
| 2. Statement of Work and Approach | 500 | | | ____x____ | |
| 3. Compensation | 150 | | | ____x____ | |
| 4. No Exceptions to RFP | 50 | | | ____x____ | |
| GRAND TOTAL | 1,000 | | | | |

Percentages are awarded according to the quality of the response with respect to each criterion.

CONSENSUS RANGE

| | |
|-----------|--|
| 0% | Unresponsive to the requirements of the section |
| 10% - 30% | Does not meet current service level or requirements of section |
| 40% - 60% | Partially meets requirements of the section |
| 70% - 90% | Fully responsive to the requirements of the section |
| 100% | Exceeds all requirements of the section |

The review committee must review the Request for Proposal (RFP) independently. The review committee then meets to discuss their independent review. After discussions, a consensus score for each criterion is established. Total scores are then ranked with the highest scoring proposer being first. Oral presentations may be scheduled at this time. At the consensus meeting cost must be a uniform score (all members must give same numerical score for cost).

REMEMBER, IT IS VERY IMPORTANT TO GIVE COMMENTS AS TO WHY A PROPOSAL WAS SCORED IN A PARTICULAR MANNER.

COMMENTS: _____

EVALUATION CERTIFICATION:

The percentages entered above reflect my best judgment of the merits of the identified offeror's proposal.

EVALUATOR NAME: _____

DATE: _____

ORGANIZATION SUBMITTING OFFER: Kurt Spitzer & Associates

EVALUATION CRITERIA NOTE SHEET

RFP TITLE: Charter Review Facilitator RFP NO. 145-0141-P (SS)

| CRITERIA | (A) POTENTIAL POINTS | (B) PERCENTAGE CONSENSUS RANGE | (C) INDIVIDUAL PERCENTAGE SELECTED FROM RANGE | (A) X (C) | TOTAL SCORE |
|-----------------------------------|----------------------------|---|--|-------------|----------------|
| 1. Qualifications | 300 | | | _____x_____ | |
| 2. Statement of Work and Approach | 500 | | | _____x_____ | |
| 3. Compensation | 150 | | | _____x_____ | |
| 4. No Exceptions to RFP | 50 | | | _____x_____ | |
| GRAND TOTAL | 1,000 | | | | |

Percentages are awarded according to the quality of the response with respect to each criterion.

CONSENSUS RANGE

| | |
|-----------|--|
| 0% | Unresponsive to the requirements of the section |
| 10% - 30% | Does not meet current service level or requirements of section |
| 40% - 60% | Partially meets requirements of the section |
| 70% - 90% | Fully responsive to the requirements of the section |
| 100% | Exceeds all requirements of the section |

The review committee must review the Request for Proposal (RFP) independently. The review committee then meets to discuss their independent review. After discussions, a consensus score for each criterion is established. Total scores are then ranked with the highest scoring proposer being first. Oral presentations may be scheduled at this time. At the consensus meeting cost must be a uniform score (all members must give same numerical score for cost).

REMEMBER, IT IS VERY IMPORTANT TO GIVE COMMENTS AS TO WHY A PROPOSAL WAS SCORED IN A PARTICULAR MANNER.

COMMENTS: _____

EVALUATION CERTIFICATION:

The percentages entered above reflect my best judgment of the merits of the identified offeror's proposal.

EVALUATOR NAME: _____

DATE: _____



**Conflict of Interest and Lobbying Statement
Request for Proposal
RFP No.: 145-0141-P (SS)
Title: Charter Review Facilitator**

You have been asked to participate in the evaluation of proposals received as the result of the above referenced competitive solicitation.

It is essential that the integrity of the evaluation process be maintained to ensure that each proposer is given fair and equal consideration. Personal association with any of the proposers must not influence your evaluation.

A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform the Director of Purchasing of any potential conflicts of interest or the appearance thereof. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify the evaluation committee proctor or the Purchasing Director. You may be disqualified as an RFP evaluator if you conduct yourself in a manner that could create the appearance of bias or unfair advantage with or on behalf of any proposer, potential proposer, agent, subcontractor, or other business entity, whether through direct association with contractor representatives, indirect associations, through recreational activities or otherwise.

Examples of potential biased affiliations or relationships: Your solicitation, acceptance or agreement to accept from anyone any benefit, monetary or otherwise, as consideration for your decision or recommendation as it pertains to your evaluation of any proposal; Your affiliation with a proposing company or institution. For example a conflict may exist when you:

- a) Are employed by, have been employed by or are being considered for employment with the company or institution submitting a proposal or hold a consulting, advisory, or other similar position with said company or institution.**
- b) Hold any current membership on a committee, board or similar position with the company or institution.**
- c) Hold ownership of the company or institution, securities or other evidences of debt.**
- d) Are currently a student or employee in the department or school submitting a proposal**
- e) You have a relationship with someone who has a personal interest in the proposal. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship that you think might tend to affect your objectivity or judgment or may give an appearance of impropriety to someone viewing it from outside the relationship.**

During this process, an additional consideration is the need to maintain confidentiality regarding the status of the evaluation or personal opinions of the proposals outside of the formal committee proceedings. Any and all inquiries you may receive regarding the evaluation must be directed to the Purchasing Director.

Lobbying provision from County Code 2-189

Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process or protest.

Lobbying of evaluation committee members, county government employees, or elected officials regarding request for proposals, request for qualifications, bids, purchasing contracts, or bid protests, by the bidder/proposer/protestor any member of the bidder's/proposer's/protestor's staff, any agent or representative of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer/protestor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract, and may lead to debarment of the bidder or proposer/protestor as provided in Pinellas County Code, Section 2-161(8)b.

*For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract. **Any evaluation committee member, county government employee or elected official who has been lobbied shall immediately report the lobbying activity to the director of purchasing.***

You are asked to read and agree to the following statement:

I have read, understand, and agree to the above, and I will adhere to the policies as presented. I know of no conflict of interest, nor have I accepted any gratuities or favors from proposers which would compromise my objectivity. I have no personal interest in seeing that a specific proposer is awarded a contract. I shall keep all evaluation proceedings in strict confidence prior to contract award. I will do my best to base my recommendation for contract award solely upon the evaluation criteria in the solicitation and each proposer's response and understand the ethical implications pertaining to lobbying. I maintained the confidentiality of this process and did not discuss the proposals with any other evaluator before the actual evaluation meeting nor did I release any information to any person without the prior consent of the Purchasing Director. I did not speak directly to proposers concerning proposals except as allowed during the procurement process (i.e. interviews etc.) Any attempts to be lobbied will be reported to the Director of Purchasing.

Evaluation Committee Member Signature

Date

Printed Member Name

**Pinellas County Charter Review Commission – 2015-2016
Tuesday, September 8, 2015**

**Agenda Item 6
Hiring a General Counsel**

Statement of Issue:

As directed at the last meeting of the CRC, both qualified firms for Charter Review General Counsel were invited to make a presentation to the CRC. The letters sent to the firms are attached to this agenda item. In addition, you are provided with the Request for Proposal document that the firms responded to, score spreadsheet from the ranking committee, the evaluation criteria and a score sheet for your own use. After hearing the presentations, CRC members will have the opportunity to ask questions of each firm.

Hard copies of the firms proposals were handed out at the August 13th meeting and electronic copies will be posted to the Charter Review website.

Once both firms have presented the CRC will have an opportunity to discuss the firms and make a selection for Charter Review General Counsel. Subsequent to that decision the County Purchasing department will work with the firm to develop a final contract.

Please note that a conflict of interest form is provided and must be signed by each evaluator prior to the presentations. Forms will be collected at the September 8, 2015 meeting.

Recommendation:

The CRC hear presentations from the firms and make a hiring decision.

Prepared by:

Mary Scott Hardwick
Pinellas County Intergovernmental Liaison
Interim CRC Staff
On: September 1, 2015

Action Taken:

Motion to: _____, Made by: _____;
Seconded by: _____.

Approved ____; Approved as amended ____; Defeated ____.



Joe Lauro, CPPO, CPPB
Director

August 19, 2015

GrayRobinson, P.A.
Attn: David Smith
401 E. Jackson Street, Ste 2700
Tampa, FL 33602

davidsmith@gray-robinson.com

RE: Charter Review Legal Services
Contract No. 145-0140-P (SS)

Mr. Smith:

This letter is written to inform of your firm's invitation to present to the Charter Review Committee (CRC) an oral presentation for the potential award of a contract for Charter Review Facilitator. The date, time and location for your firm's presentation will be **Tuesday, September 8, 2015 @ 4:00 PM** at the Pinellas County Supervisor of Elections Mid County Office, 13001 Starkey Road, Largo, FL 33773. The CRC has not determined which firm will be presenting first, therefore please arrive at least ¼ hour early to set up and so as to not disrupt the meeting in session.

The County will not be furnishing equipment for your presentation; therefore if you require audio visual equipment, you will be responsible for bringing your own. In addition, you will not be provided additional time for technical difficulties. The script for presentation is provided as below. It is essential that each presenting firm adhere to this script for equity and evaluation clarity.

SCRIPT FOR ORAL PRESENTATION

1. Introduction: Team introduction by principal in charge of this engagement. Describe who is ultimately responsible for the engagement and where your office is located. (2 minutes)
2. Relevant Experience: Short synopsis by key team members personally of their individual role in this engagement and relevant experience and expertise in completing work for similar engagements. (5 minutes).
3. Based on your understanding of the potential engagement, please outline your understanding of the scope of this engagement. Please discuss your firm's qualifications and qualification of proposed staff; with similar engagements, management experience, firm experience, individual experience, etc. (6 minutes).
4. Questions and Answers.
5. Wrap up (Principle in Charge – 2 minutes)

Time estimates for each phase of your oral presentation are approximate. Use your best judgment of how to spend your time keeping in mind that the total presentation will not exceed 15 minutes in length.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



Please confirm your attendance for the presentation via email response to my attention at:
ssteele@pinellascounty.org .

Additionally, if you have any questions, please contact me at directly at 727-464-4776.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue Steele".

Sue Steele, CPPB
Lead Procurement Analyst



Joe Lauro, CPPO, CPPB
Director

August 19, 2015

Vose Law Firm, LLP
Attn: Wade Vose
324 W. Morse Blvd
Winter Park, FL 32789

wvose@voselaw.com

RE: Charter Review Legal Services
Contract No. 145-0140-P (SS)

Mr. Vose:

This letter is written to inform of your firm's invitation to present to the Charter Review Committee (CRC) an oral presentation for the potential award of a contract for Charter Review Facilitator. The date, time and location for your firm's presentation will be **Tuesday, September 8, 2015 @ 4:00 PM** at the Pinellas County Supervisor of Elections Mid County Office, 13001 Starkey Road, Largo, FL 33773. The CRC has not determined which firm will be presenting first, therefore please arrive at least ¼ hour early to set up and so as to not disrupt the meeting in session.

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4. Questions and Answers.
5. Wrap up (Principle in Charge – 2 minutes)

Time estimates for each phase of your oral presentation are approximate. Use your best judgment of how to spend your time keeping in mind that the total presentation will not exceed 15 minutes in length.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
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Website: www.pinellascounty.org/purchase



Please confirm your attendance for the presentation via email response to my attention at:
ssteele@pinellascounty.org .

Additionally, if you have any questions, please contact me at directly at 727-464-4776.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sue Steele".

Sue Steele, CPPB
Lead Procurement Analyst



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

| | |
|--------------------------------------|---|
| SEALED PROPOSAL • DO NOT OPEN | |
| SEALED PROPOSAL NO.: | 145-0140-P (SS) |
| PROPOSAL TITLE: | Charter Review Commission Legal Services |
| DUE DATE/TIME: | May 28, 2015 @ 3:00 p.m. |
| SUBMITTED BY: | _____ (Name of Company) |
| DELIVER TO: | PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756 |



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current%20Bids1.htm), from which you obtained this proposal. Before submitting your proposal you should check the Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

| | |
|--|---|
| SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756 |  <h1 style="text-align: center;">REQUEST FOR PROPOSAL</h1> |
| ISSUE DATE: May 5, 2015 | PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED |
| TITLE: Charter Review Commission Legal Services | RFP NUMBER: 145-0140-P (SS) |
| SUBMITTAL DUE: May 28, 2015 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE. | PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE |
| DEADLINE FOR WRITTEN QUESTIONS: May 18, 2015 BY 3:00 P.M. SUBMIT QUESTIONS TO: SUE STEELE, CPPB AT ssteele@pinellascounty.org Phone: 727-464-4776 Fax: 727/464-3925 | |
| <p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> <p>Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p> |  JOSEPH LAURO, CPPB/CPPB Director of Purchasing |

PROPOSER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

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

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

COMPANY EMAIL ADDRESS: _____

***REMIT TO NAME:** _____ **PHN: ()** _____ **FAX: ()** _____

(As Shown On Company Invoice)

FEIN# _____

Proper Corporate Identity is needed when you submit your proposal, specifically how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

CONTACT NAME: _____

PRINT NAME: _____

EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A – GENERAL CONDITIONS**1. SUBMISSION OF PROPOSAL:**

- (a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.
- (b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- (c) Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP as provided herein and in Section A, paragraph 20. Proposer is deemed to have accepted and to be bound by the RFP and Services Agreement terms and conditions that Proposer does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Proposer, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

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

3. DESCRIPTION OF SUPPLIES/SERVICES:

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

4. ALTERNATES:

Unless otherwise provided in this Request for Proposal, ALTERNATES may be included in the plans, specifications, and/or proposals. When included, the Proposer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Proposal. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein.

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

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

- a) the right to rank firms and negotiate with the most qualified firm.
- b) the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) the right to reject any or all responses, or parts thereof, to disqualify any and all responses, and/or determine any response to be non-responsive.
- d) the right to cancel the entire Request for Proposal.
- e) the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
- g) the right to require the Proposer to perform the services required on the basis of the original proposals without negotiation.

SECTION A – GENERAL CONDITIONS

6. EVALUATION CRITERIA:

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in Section E of the RFP.

7. COSTS INCURRED BY PROPOSERS:

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

8. ORAL PRESENTATION:

An oral presentation may be requested of any firm, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in Section E of the RFP. The most qualified firm as determined by evaluation process shall proceed with the contracting process.

9. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Proposer further represents that no person having any such interest shall be employed by Proposer during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification from the Proposer.
- c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

10. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified on page one (1) of this RFP.

11. LATE PROPOSAL OR MODIFICATIONS:

Proposals and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **Late proposals will not be accepted and shall be rejected. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.**

| |
|---------------------------------------|
| SECTION A – GENERAL CONDITIONS |
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12. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR:

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

13. JOINT VENTURES:

All proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida Statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

14. PROVISION FOR OTHER AGENCIES:

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

15. COLLUSION:

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

16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

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

17. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in Section A apply to this RFP and may be incorporated into the Services Agreement as deemed necessary by the County, except as specifically stated in the subsequent sections of the document, which take precedence over Section A.

18. ADA REQUIREMENT FOR PUBLIC NOTICES:

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

19. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

When awarding a purchase of five thousand dollars (\$5,000) or less, or recommending a purchase in excess of five thousand dollars (\$5,000) for products, materials, or services, the Director of Purchasing may allow a preference to a responsive proposer who certifies that their product or material contains the greatest percentage of postconsumer material. If they are submitting a proposal on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

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

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

SECTION A – GENERAL CONDITIONS

DEFINITIONS:

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

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

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

20. **ADDITIONAL REQUIREMENTS:**

The County reserves the right to request additional services from the Contractor if provided in the Services Agreement.

21. **SERVICES AGREEMENT:**

In addition to being subject to all terms and conditions in this RFP, all responses are subject to the terms and conditions in the Services Agreement attached to the RFP. Additional or modified terms and conditions in the Services Agreement may be necessary depending on the responses to the RFP, including any exceptions stated by the Proposer as required by Section A, paragraph 1(c) of this RFP. However, the County objects to and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the Services Agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

22. **INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

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

23. **PUBLIC RECORDS/TRADE SECRETS:**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are "trade secrets" or "confidential" as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer shall provide an additional copy of the proposal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer on its Proposal, Proposer acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;

SECTION A – GENERAL CONDITIONS

- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by the County, to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies including but not limited to Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal document, line item and/or total proposal prices, the work, services, project, goods, and/or products to be provided by Proposer, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer is not acceptable to the County and will result in a determination that the proposal is nonresponsive; the classification as trade secret of any other portion of a proposal document may result in a determination that the proposal is non-responsive.

24. **LOBBYING:**

Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids, or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, or elected/appointed officials, or advisory board members regarding request for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee or elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

25. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code:

(a) *Right to protest.* Any prospective bidder or proposer who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or nonresponsive; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

(b) *Posting.* The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

SECTION A – GENERAL CONDITIONS

(c) *Requirements to protest.*

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

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

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

(d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.

(e) *Sole remedy.* These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award.

(f) *Lobbying.* Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(g) *Time limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid/request for proposal.

(h) *Authority to resolve.* The director of purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.

(i) *Review of purchasing director's decision.*

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

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(j) *Stay of procurement during protests.* There shall be no stay of procurement during protests.

SECTION B – SPECIAL CONDITIONS**Proposal Title: Charter Review Commission Legal Services****Proposal Number: 145-0140-P (SS)****1. INTENT:**

The Pinellas County Charter requires a review every eight (8) years by a Charter Review Commission (CRC). Towards this end, the County is desirous of providing qualified attorneys or law firms to provide legal representation, as selected by that CRC, during the 2015-2016 Charter Review process, as explained in the Scope of Work.

2. PROPOSAL REQUIREMENTS:

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications, as well as the methods, manner, proposed completion schedule if applicable, and the cost to complete the Section E Scope of Work:

- a) A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services. Also include the reference information requested in Section D.
- b) A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work set out in Section E.
- c) A separate proposed Statement of Work (Proposer's Statement of Work) that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement as an Exhibit at the County's option.
- d) The proposed compensation to be paid by the County for the services identified in the Proposer's Statement of Work required in subsection 2(c) above, including the methodology for determining the compensation. Unless the method of compensating Proposer for the services is otherwise specified in Section B, paragraph 5 of this RFP, Proposer shall specify the total not-to-exceed compensation based on: (i) a lump sum not-to-exceed amount; (ii) time and materials with a not-to-exceed amount; (iii) milestone payments upon completion of identified tasks or deliverables; (iv) percentage of completion of the services; or (v) any other proposed method of compensation.
- e) Any exceptions to any section of this RFP.

3. TERM OF SERVICES AGREEMENT:

Duration of the contract shall be for the entire time the Charter Review Commission is in session, unless otherwise indicated.

4. FEES AND EXPENSES:

The agreed to compensation will include all standard day-to-day administrative, overhead and internal expenses; including, but not limited to:

- costs of bonds and insurance premiums as required by this RFP
- support
- office supplies
- safety equipment
- consumables
- other consulting services
- special presentations
- regular and certified postage
- computer/software
- equipment and usage
- telephone charges
- emails
- electronic data transmission fees
- standard copier usage
- fax charges

Proposed compensation for travel and lodging expenses will be included in a separate lump sum proposal and expenses incurred based on prior written approval will be paid in accordance with Florida Statute 112.061, pursuant to the terms of the Legal Services Agreement.

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| SECTION B – SPECIAL CONDITIONS |
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5. TIME LINE:

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

| Date | |
|--------------|--|
| May 5, 2015 | Advertising & Publishing RFP |
| N/A | Pre-proposal Conference |
| May 18, 2015 | Deadline for Questions/Clarifications |
| May 28, 2015 | Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately. |
| TBD | Evaluation of the RFP |
| TBD | Recommendation due to Purchasing from CRC |
| TBD | Submit recommendation to Board for Award of Contract |

6. PROPOSAL SUBMITTAL COPIES:

Proposals shall be submitted in one (1) original paper document and six (6) electronic media copies CDs/DVDs or Travel Drives in PDF format. The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning so that the County can open, print, read and save the pdf file you have created. To ensure consistency, the electronic copy should be ONE file document and in the same order as the paper original. If this is not possible, the electronic copy files should be in the same order as the paper copy, with a directory listing of the files.

Please note the evaluation committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.

Instructions for Providing Files in PDF Format to Pinellas County Government**Why does Pinellas County Government want all the documents as PDF files?**

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

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| SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS |
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- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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| SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS |
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- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

Limits

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

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit

| | |
|------------------------------------|--------------|
| Combined Single Limit Per Accident | \$ 1,000,000 |
|------------------------------------|--------------|

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

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| SECTION D – VENDOR REFERENCES |
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Proposal Title: Charter Review Commission Legal Services

Proposal Number: 145-0140-P (SS)

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

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

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

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

Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

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

- | | |
|--|--|
| <p>1. COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p> | <p>2. COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p> |
| <p>3. COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p> | <p>4. COMPANY: _____</p> <p>ADDRESS: _____</p> <p>TELEPHONE/FAX: _____</p> <p>CONTACT: _____</p> <p>CONTACT EMAIL: _____</p> <p>COMPANY EMAIL ADDRESS: _____</p> |

SECTION E – SCOPE OF WORK**Proposal Title: Charter Review Commission Legal Services****Proposal Number: 145-0140-P (SS)****A. OBJECTIVE:**

To hire attorneys or a law firm(s) to provide legal representation to the Charter Review Commission during the 2015-2016 Charter Review process.

B. BACKGROUND:

Approved by the voters as a charter county in 1980, Pinellas County is one of twenty (20) charter counties in the State of Florida. The Charter requires that every eight (8) years a Charter Review Commission (CRC) review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to the Charter, if any. The CRC process and procedures for charter amendments are defined in Article VI of the Charter. The Charter directs the CRC to meet prior to the end of the third week in August 2015 and to submit a report to the citizens of Pinellas County by July 31, 2016. The CRC consists of thirteen (13) members: one (1) member of the Pinellas County Legislative Delegation, one (1) Constitutional Officer, one (1) city-elected official, one (1) County Commissioner and nine (9) members of the public who are not elected officials. All members are required to be residents of Pinellas County.

Pinellas County is located in west central Florida (Tampa Bay Area) and as of 2010 was ranked 6th in population in the State of Florida with a total population of 916,542 as reported by the 2010 U.S. Census. It is the second smallest county in the State with a land area of 280 square miles but the most densely populated (3,347 persons per square mile). The County contains twenty-four (24) municipalities ranging in population from 78 to 244,769; slightly less than one-third of the County's population resides in the unincorporated area.

C. SCOPE OF WORK:

The successful provider of legal services as defined by the Legal Services Agreement will be required to furnish the following legal services:

1. Provide legal advice to the CRC on issues relating to the 2015-2016 Charter Review process;
2. Work with CRC facilitator and staff, as well as legislators, County staff, municipal staff, citizens, and other interested persons on issues and matters before the CRC;
3. Attend meetings of the CRC;
4. Perform research and prepare legal memoranda, resolutions, ballot provisions and other appropriate legal documents;
5. Provide any other legal services related to the duties and responsibilities of the CRC.
6. The selected attorney/firm acknowledges that they shall be prohibited from representing other clients whose interests are adverse to that of Pinellas County or the CRC, or whose case(s) requires filing any form of litigation against Pinellas County or the CRC.

D. EVALUATION CRITERIA:

The criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee, per the following evaluation criteria:

1. Qualifications (300 Points)

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

SECTION E – SCOPE OF WORK

2. Statement of Work & Approach (500 Points)

A separate proposed Statement of Work that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement at the County's option.

3. Compensation (150 Points)

The proposed compensation to be paid by the County for the services identified in the Statement of Work, including the methodology for determining the compensation. Unless the method of compensating Proposer for the services is otherwise specified in Section B, paragraph 4, Proposer shall provide the proposed compensation based upon a lump sum not-to-exceed amount; use page 16 to submit fees. Monthly invoices shall be submitted by Proposer based upon hourly rates for each attorney or staff, including hours worked.

4. No Exceptions to RFP (50 Points)

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion may be deducted if the Proposer takes exception to any language to this RFP package.

5. Presentations (1,000 Points)

The scores from the written evaluation phase will be carried forward (for the shortlisted proposers deemed qualified to proceed) and combined with scores from the oral presentation process for one total score potential of 2,000 points. The proposer with the highest combined score shall proceed with the contracting process.

E. ITEMS TO BE RETURNED WITH PROPOSAL:

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

| | | |
|----|-----------|---|
| a) | Page 1 | Proposal Signature Page |
| b) | Section B | Item 2 Proposal Requirements |
| c) | Section B | Item 8 Proposal Submittal Copies |
| d) | Section D | Vendor References |
| e) | Section E | Proposal Submittal |
| f) | Section F | ePayables Form |
| g) | Section F | W-9 Form |
| h) | Section G | Addendum Acknowledgement Form (If Applicable) |
| i) | Section H | Statement of No Submittal (If Applicable) |

SECTION E – SCOPE OF WORK**FEES AND EXPENSES**

| DESCRIPTION | HOURLY RATE |
|--------------------------------|-------------|
| ALL BILLING - ATTORNEYS | \$ |
| TRAVEL LUMP SUM NOT TO EXCEED: | \$ |
| TOTAL: | \$ |

SECTION F ELECTRONIC PAYMENT**Electronic Payment (ePayables)**

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

Would your company accept to participate in the ePayables credit card program?

☐ Yes☐ No

Company Name

Authorized Signature (for payment acceptance)

Printed Signature/Title/Department

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

| | | |
|---|--|--|
| Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification | Give Form to the requester. Do not send to the IRS. |
| Name (as shown on your income tax return) _____ | | |
| Business name/disregarded entity name, if different from above _____ | | |
| Print or type See Specific Instructions on page 2 | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ | |
| | Address (number, street, and apt. or suite no.) _____ City, state, and ZIP code _____ | Requester's name and address (optional) _____ |
| | List account number(s) here (optional) _____ | |

Part I Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | | | |
|---------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|--|
| Social security number | | | | | | | | | | | |
| [] | [] | [] | [] | [] | [] | [] | [] | [] | [] | | |
| | | | | - | | | | | - | | |
| Employer identification number | | | | | | | | | | | |
| [] | [] | [] | [] | [] | [] | [] | [] | [] | [] | | |
| | | | | - | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| | | |
|------------------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partner's share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partner's share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION G – ADDENDA ACKNOWLEDGMENT FORM**Proposal Title: Charter Review Commission Legal Services****Proposal No: 145-0140-P (SS)****PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:****ADDENDA NO.****SIGNATURE/PRINTED NAME****DATE RECEIVED**

| | | |
|--|--|--|
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| | | |

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

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

SECTION H – NO BID STATEMENT

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

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

We, the undersigned have declined to submit a proposal for RFP No. **145-0140-P (SS)** for **Charter Review Commission Legal Services.**

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

THIS AGREEMENT is made and entered into this _____ day of _____, 20____ ("Effective Date), by and between Pinellas County, a political subdivision of the State of Florida (hereinafter referred to as "County"), and _____, whose address is _____ (hereinafter referred to as "Special Counsel," collectively the Parties hereto). The Parties agree as follows:

1. The County hereby retains Special Counsel to provide legal services in connection with the County's _____. Such legal services may include, but not be limited to, _____ and other related, issues as directed by the County Attorney.

2. As compensation for the Special Counsel providing legal services to the County as described herein, the County shall pay Special Counsel as follows:

(a) The County agrees to pay Special Counsel an amount not to exceed \$ _____, payable for services completed at the hourly rates set out in Exhibit A upon submittal of an invoice.

(b) The County shall reimburse Special Counsel in an amount not to exceed \$ _____ for the travel expenses incurred in accordance with the terms of this Agreement, Section 112.061, Florida Statutes, and County Travel Policy.

(c) County shall not be responsible for the cost of any computerized legal research other than the actual billable hourly rate of Special Counsel.

(d) All requests for payment of expenses eligible for reimbursement under this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Pinellas County Finance Department. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the legal services. Any out-of-county travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Agreement shall be approved by the County Attorney's Office in advance, and shall be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes, and all applicable policies and procedures established by the County.

3. The term of this Agreement shall commence on the Effective Date and remain in full force and effect for a period of _____, unless otherwise terminated or extended as provided herein. The term of this Agreement may be extended for up to _____ by mutual written agreement of the County and Special Counsel.

4. This Agreement may be terminated by the County or Special Counsel upon thirty (30) days written notice to the non-terminating party. Upon termination by either party, Special Counsel shall transfer all work in progress, completed work, and other materials related to the Legal Services to the County. Notwithstanding the foregoing, in the event that sufficient funds are not appropriated by the Board of County Commissioners for any succeeding County fiscal year, this Agreement shall terminate on the last day of the then current fiscal year, without penalty or expense to the County. County shall promptly notify Special Counsel upon the occurrence of non-funding of this Agreement by the County governing body. Upon termination by either party, Special Counsel shall transfer all work in progress, completed work, and other materials related to the Legal Services to the County.

5. (a) Special Counsel understands that the legal file created in this representation of the County is a public record, except to the extent it is temporarily exempt from disclosure under Chapter 119, Florida Statutes, and that Section 286.011, Florida Statutes, may apply to this provision of legal services pursuant to this Agreement. Pursuant to Florida Statutes s. 119.0701, Special Counsel shall:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- 2) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Special Counsel upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

(b) Subject to applicable law, all written and oral information not in the public domain and not previously known, and all information and data obtained, developed, or supplied by the County or at its expense shall be kept confidential by Special Counsel and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by an order issued by a court or like authority of lawful jurisdiction.

6. Special Counsel represents that it has, or will secure at its own expense, all necessary personnel required to perform the legal services as required herein and that such persons shall be qualified to perform the specialized legal services required under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the County unless approved by the County Attorney's Office. All personnel engaged in performing the legal services shall be fully qualified for the specialized legal services required under this Agreement and, if required, authorized or permitted under federal, state, and local law to perform such services.

7. Special Counsel represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any matter with the performance of the legal services, as provided in the rules regulating The Florida Bar, in the standards set forth in Part III of Chapter 112, Florida Statutes, or the County Attorney's Office policy relating to Legal Representation of Multiple Clients. Special Counsel further represents that no person having a conflicting interest shall be employed by Special Counsel to perform the Legal Services.

8. Special Counsel and all its employees, agents, and servants are, and shall be, in the performance of the legal services under this Agreement, independent contractors and not an employee of the County. All persons engaged in the Legal Services performed by Special Counsel pursuant to this Agreement shall at all times, and in all places, be subject to Special Counsel's supervision and control. Special Counsel shall exercise direct control over the means and manner in which it and its employees, agents, and servants perform the Legal Services. Special Counsel does not have the power or authority to, and agrees that it will not attempt to, bind the County in any promise, agreement, or representation other than as specifically provided for in this Agreement. Special Counsel agrees to indemnify, defend and hold County harmless from any errors or omissions, or malpractice of the employees, agents, and servants of Special Counsel, regardless of whether Special Counsel is insured for errors or omissions, or malpractice.

9. Special Counsel warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, sexual orientation, or disability.

10. Special Counsel hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a professional manner and that all services shall be performed by skilled and competent personnel to the highest professional standards and qualified to perform the specialized Legal Services required under this Agreement.

11. All notices required in this Agreement shall be sent by fax or mail to:

County Attorney's Office
Attn.: James Bennett, County Attorney
315 Court Street
Clearwater, FL 33756
(Representative of the County)

If sent to Special Counsel, the notice shall be mailed to:

12. The foregoing terms and conditions constitute the entire Agreement between the Parties hereto and any representation not contained herein shall be null and void and of no force or effect. Further, this Agreement may be amended only in writing upon mutual consent of the parties hereto.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the day and year reflected in the first above written.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

By: _____
Mark S. Woodard, County Administrator

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM

By: _____
Office of the County Attorney

EXHIBIT A
FEEES AND EXPENSES

| Title | Hourly Rate |
|------------------------|--------------------|
| All Billing Attorneys | \$ _____ |
| | \$ _____ |
| | \$ _____ |
| | \$ _____ |
| | \$ _____ |
| Other (please specify) | \$ _____ |
| | \$ _____ |
| | \$ _____ |
| | \$ _____ |

PINELLAS COUNTY WRITTEN EVALUATION CRITERIA TABULATION SHEET

RFP TITLE: Charter Review Commission Legal Services
RFP #: 145-0140-P (SS)

| COMPANY NAME | EVALUATOR | EVALUATOR | EVALUATOR | EVALUATOR | EVALUATOR | TOTAL POINTS | TOTAL AVERAGE | RANK |
|--------------------|---------------------|-------------------|--------------|--------------|-------------|--------------|---------------|------|
| | Mary Scott Hardwick | Cecilia McCorkell | Diane Nelson | Andrew Pupke | Jewel White | | | |
| Vose Law Firm, LLP | 870.00 | 855.00 | 855.00 | 855.00 | 905.00 | 4340.00 | 868.00 | 1 |
| GrayRobinson P.A. | 811.18 | 786.18 | 811.18 | 811.18 | 836.18 | 4055.90 | 811.18 | 2 |

Date: June 30, 2015

EVALUATION FORM FOR PROFESSIONAL SERVICES

RFP NUMBER: 145-0140-P (SS)

TITLE: Charter Review Legal Services

Criterion

1. Qualifications

Maximum Point Value 300

A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

2. Statement of Work & Approach

Maximum Point Value 500

A separate proposed Statement of Work that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement at the County's option.

3. Compensation

Maximum point value 150

The proposed compensation to be paid by the County for the services identified in the Statement of Work, including the methodology for determining the compensation. Unless the method of compensating Proposer for the services is otherwise specified in Section B, paragraph 4, Proposer shall submit the proposed compensation based upon a lump sum not-to-exceed amount; use form on page 16 to submit fees.

4. No Exceptions to RFP (50 Points)

Maximum point value 50

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion may be deducted if the Proposer takes exception to any language to this RFP package.

5. Presentations

Maximum point value 1,000

ORGANIZATION SUBMITTING OFFER: Gray Robinson, PA

EVALUATION CRITERIA NOTE SHEET

RFP TITLE: Charter Review Commission Legal Services RFP NO. 145-0140-P (SS)

| CRITERIA | (A) POTENTIAL POINTS | (B) PERCENTAGE CONSENSUS RANGE | (C) INDIVIDUAL PERCENTAGE SELECTED FROM RANGE | (A) X (C) | TOTAL SCORE |
|------------------------|----------------------------|---|--|-------------|----------------|
| 1. Relevant Experience | 1,000 | | | _____x_____ | |
| GRAND TOTAL | 1,000 | | | | |

Percentages are awarded according to the quality of the response with respect to each criterion.

CONSENSUS RANGE

| | |
|-----------|--|
| 0% | Unresponsive to the requirements of the section |
| 10% - 30% | Does not meet current service level or requirements of section |
| 40% - 60% | Partially meets requirements of the section |
| 70% - 90% | Fully responsive to the requirements of the section |
| 100% | Exceeds all requirements of the section |

The review committee must review the Request for Proposal (RFP) independently. The review committee then meets to discuss their independent review. After discussions, a consensus score for each criterion is established. Total scores are then ranked with the highest scoring proposer being first. Oral presentations may be scheduled at this time. At the consensus meeting cost must be a uniform score (all members must give same numerical score for cost).

REMEMBER, IT IS VERY IMPORTANT TO GIVE COMMENTS AS TO WHY A PROPOSAL WAS SCORED IN A PARTICULAR MANNER.

COMMENTS: _____

EVALUATION CERTIFICATION:

The percentages entered above reflect my best judgment of the merits of the identified offeror's proposal.

EVALUATOR NAME: _____

DATE: _____

ORGANIZATION SUBMITTING OFFER: Vose Law Firm, LLP

EVALUATION CRITERIA NOTE SHEET

RFP TITLE: Charter Review Commission Legal Services RFP NO. 145-0140-P (SS)

| CRITERIA | (A) POTENTIAL POINTS | (B) PERCENTAGE CONSENSUS RANGE | (C) INDIVIDUAL PERCENTAGE SELECTED FROM RANGE | (A) X (C) | TOTAL SCORE |
|------------------------|----------------------------|---|--|----------------------|----------------|
| 1. Relevant Experience | 1.000 | | | <u> x </u> | |
| GRAND TOTAL | 1,000 | | | | |

Percentages are awarded according to the quality of the response with respect to each criterion.

CONSENSUS RANGE

| | |
|-----------|--|
| 0% | Unresponsive to the requirements of the section |
| 10% - 30% | Does not meet current service level or requirements of section |
| 40% - 60% | Partially meets requirements of the section |
| 70% - 90% | Fully responsive to the requirements of the section |
| 100% | Exceeds all requirements of the section |

The review committee must review the Request for Proposal (RFP) independently. The review committee then meets to discuss their independent review. After discussions, a consensus score for each criterion is established. Total scores are then ranked with the highest scoring proposer being first. Oral presentations may be scheduled at this time. At the consensus meeting cost must be a uniform score (all members must give same numerical score for cost).

REMEMBER, IT IS VERY IMPORTANT TO GIVE COMMENTS AS TO WHY A PROPOSAL WAS SCORED IN A PARTICULAR MANNER.

COMMENTS: _____

EVALUATION CERTIFICATION:

The percentages entered above reflect my best judgment of the merits of the identified offeror's proposal.

EVALUATOR NAME: _____

DATE: _____



**Conflict of Interest and Lobbying Statement
Request for Proposal
RFP No.: 145-0140-P (SS)
Title: Charter Review Commission Legal Services**

You have been asked to participate in the evaluation of proposals received as the result of the above referenced competitive solicitation.

It is essential that the integrity of the evaluation process be maintained to ensure that each proposer is given fair and equal consideration. Personal association with any of the proposers must not influence your evaluation.

A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform the Director of Purchasing of any potential conflicts of interest or the appearance thereof. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify the evaluation committee proctor or the Purchasing Director. You may be disqualified as an RFP evaluator if you conduct yourself in a manner that could create the appearance of bias or unfair advantage with or on behalf of any proposer, potential proposer, agent, subcontractor, or other business entity, whether through direct association with contractor representatives, indirect associations, through recreational activities or otherwise.

Examples of potential biased affiliations or relationships: Your solicitation, acceptance or agreement to accept from anyone any benefit, monetary or otherwise, as consideration for your decision or recommendation as it pertains to your evaluation of any proposal; Your affiliation with a proposing company or institution. For example a conflict may exist when you:

- a) Are employed by, have been employed by or are being considered for employment with the company or institution submitting a proposal or hold a consulting, advisory, or other similar position with said company or institution.**
- b) Hold any current membership on a committee, board or similar position with the company or institution.**
- c) Hold ownership of the company or institution, securities or other evidences of debt.**
- d) Are currently a student or employee in the department or school submitting a proposal**
- e) You have a relationship with someone who has a personal interest in the proposal. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship that you think might tend to affect your objectivity or judgment or may give an appearance of impropriety to someone viewing it from outside the relationship.**

During this process, an additional consideration is the need to maintain confidentiality regarding the status of the evaluation or personal opinions of the proposals outside of the formal committee proceedings. Any and all inquiries you may receive regarding the evaluation must be directed to the Purchasing Director.

Lobbying provision from County Code 2-189

Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process or protest.

Lobbying of evaluation committee members, county government employees, or elected officials regarding request for proposals, request for qualifications, bids, purchasing contracts, or bid protests, by the bidder/proposer/protestor any member of the bidder's/proposer's/protestor's staff, any agent or representative of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer/protestor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract, and may lead to debarment of the bidder or proposer/protestor as provided in Pinellas County Code, Section 2-161(8)b.

*For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract. **Any evaluation committee member, county government employee or elected official who has been lobbied shall immediately report the lobbying activity to the director of purchasing.***

You are asked to read and agree to the following statement:

I have read, understand, and agree to the above, and I will adhere to the policies as presented. I know of no conflict of interest, nor have I accepted any gratuities or favors from proposers which would compromise my objectivity. I have no personal interest in seeing that a specific proposer is awarded a contract. I shall keep all evaluation proceedings in strict confidence prior to contract award. I will do my best to base my recommendation for contract award solely upon the evaluation criteria in the solicitation and each proposer's response and understand the ethical implications pertaining to lobbying. I maintained the confidentiality of this process and did not discuss the proposals with any other evaluator before the actual evaluation meeting nor did I release any information to any person without the prior consent of the Purchasing Director. I did not speak directly to proposers concerning proposals except as allowed during the procurement process (i.e. interviews etc.) Any attempts to be lobbied will be reported to the Director of Purchasing.

Evaluation Committee Member Signature

Date

Printed Member Name

Pinellas County Charter Review Commission – 2015-2016
Tuesday, September 8, 2015

Agenda Item 7.a.
Rules of the CRC

Statement of the Issue:

This agenda item provides information and seeks direction regarding the adoption of rules of the Charter Revision Commission. The Analysis section of this memorandum presents additional rules for consideration by the CRC.

Background:

The Charter itself provides a few rules of procedure and expressly authorizes the CRC to “adopt other rules for its operations and proceedings as it deems desirable.” This Background presents the rules currently in the Charter for the CRC, notes the limitation on the CRC’s powers regarding certain County officers, and provides a list of rules adopted by the 2010 CRC.

CRC Rules Specified in the Charter:

- A. The charter review commission shall elect a chairman and vice-chairman from among its membership.
- B. Further meetings of the commission shall be held upon the call of chairman or any three members of the commission.
- C. All meetings shall be open to the public.
- D. A majority of the members of the charter review commission shall constitute a quorum.
- E. The commission may adopt other rules for its operations and proceedings as it deems desirable.
- F. The members of the commission shall receive no compensation but shall be reimbursed for necessary expenses pursuant to law.
- G. Expenses of the charter review commission shall be verified by a majority vote of the commission and forwarded to the board of county commissioners for payment from the general fund of the county.
- H. The charter review commission shall review, on behalf of the citizens of Pinellas County, the operation of county government in order to recommend amendments to this Charter, if any.
- I. Each charter review commission established pursuant to this section shall complete its review and submit a report to the citizens of Pinellas County by July 31, 2016, and each eight years thereafter in order to coincide with the presidential election cycle. Included within the report shall be any

proposed amendments to the charter, together with the wording of the question or questions which shall be voted on at referendum.

- J. Proposed amendments may, at the discretion of the charter review commission, be included in a single question or multiple questions.
- K. If proposed amendments are included in the report, the charter review commission may, at its discretion, remain constituted through the general election.
- L. The board of county commissioners shall call a referendum election to be held in conjunction with the 2016 general election and each eight years thereafter, for the purpose of voting on the proposal or proposals submitted by the charter review commission. Notice of each such referendum, together with the exact language of the proposed amendment or amendments as submitted in the report of the charter review commission, shall be published by the board of county commissioners once a week for four consecutive weeks in a newspaper of general circulation in the county, the first such publication being at least forty-five days prior to the referendum.
- M. If an amendment or revision to the charter is to be recommended, the charter review commission shall conduct at least two public hearings on any amendment or revision, at intervals of not less than ten days but not more than twenty-one days, immediately prior to its transmittal of its recommendations to the board of county commissioners.
- N. Passage of proposed amendments shall require approval of a majority of electors voting in said election on such amendment.

See, section 6.03, Pinellas County Charter.

Charter Limitations on the CRC:

Three Charter provisions limit the power of the charter to alter the status, duties and responsibilities of the clerk of the circuit court, property appraiser, tax collector, sheriff, and supervision of elections. *See, sections 2.06, 4.03, and 6.04, Pinellas County Charter.* These provisions effectively limit the power of the CRC to propose amendments revising the duties of such officials. Instead, such charter amendments may only be proposed by the Florida legislature through a special act which is subject to approval by the County's electors.

Rules Adopted by the 2010 CRC:

The following additional rules were adopted by the 2010 Pinellas County Charter Review Commission.

- A. Public comments shall be held at the beginning of the meeting with a three minute time limit for each speaker. The subject matter is limited to Charter review issues or an issue on the Charter Review Commission's agenda.
- B. A sign-in sheet and appearance cards shall be provided for public comment.
- C. A majority vote shall be required at the time an issue is discussed and at the meeting prior to the final meeting. A majority plus one vote of the membership shall be required for final approval for placement on the ballot. [Note: The Charter allows the Board of County Commissioners to propose an amendment to the charter, but only by a majority plus one member of the board. *See, section 6.01, Pinellas County Charter.*]
- D. Prior to final approval of a proposal to be placed on the ballot, the Charter Review Commission shall hold at least one public hearing on the proposal. [Note: The 2010 CRC proposed a charter amendment that was approved by referendum that requires the CRC to hold **two** public hearings prior to final CRC approval of the submission of an amendment or revision to the electors. The two hearing requirement is included in the list of current rules of the CRC above].
- E. An issue that is initially voted down may not be reconsidered later in the process.
- F. Approval of the expenses of the Consultant are delegated to the CRC Chairman.

Analysis:

The CRC may adopt rules of procedure as it deems desirable. A good starting point are the rules adopted by the 2010 CRC which are included in the preceding section. As a means to move the conversation along, the following rules are suggested for consideration:

- 1. **Speaker Sign In.** A public sign-in sheet and appearance cards shall be provided for each meeting of the CRC.
- 2. **Public Comment Requirements.** An opportunity for public comments shall be held at the beginning of each meeting for comments on a topic that is included on the CRC's agenda for that meeting. There shall be a three minute time limit for each speaker, unless the Chairman determines that a shorter time limitation is warranted based on the number of speaker cards submitted.
- 3. **CRC Vote Requirements.**
 - a. A majority vote shall be required to move an issue forward at the time an issue is discussed and at the last meeting prior to the public hearings.
 - b. An issue that is initially voted down at a CRC meeting may not be reconsidered in any subsequent meeting of the CRC.

- c. In order for an amendment or revision to the Charter to be placed on the ballot in November 2016, the amendment or revision must receive an affirmative vote of at least eight members of the CRC. [Note: there are 13 members of the CRC. An eight vote approval requirement would be a majority plus one of the membership].
4. **Recorded Votes.** The votes of each CRC member shall be recorded by the Clerk.
5. **Expenses.** Approval of the expenses of the Facilitator and General Counsel are delegated to the CRC Chairman.

Options.

- A) Adopt a motion approving as Rules of the CRC the suggestions set forth in the Analysis section of this agenda memorandum.
- B) Provide other direction.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: September 1, 2015

Action Taken:

Motion to: _____, Made by: _____;
Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.

**Pinellas County Charter Review Commission – 2015-2016
Tuesday, September 8, 2015**

**Agenda Item 7.b.
Charter's Dual Vote Requirement**

Statement of the Issue:

At the August meeting, the Interim General Counsel was directed to provide information relating to the Pinellas County charter provision relating to the dual vote. This agenda memorandum provides that information.

Background:

Florida's constitution provides that charter amendments shall be approved by referendum through-out the county:

Pursuant to general or special law, a county government may be established by charter which shall be adopted, amended or repealed only upon vote of the electors of the county in a special election called for that purpose

Section 1(c), Article VIII, Fla. Const.

The Pinellas Charter contains the following provision that provides certain Charter amendments must also be approved by municipal electors to be effective in the municipality.

Sec. 6.04. - [Placement on ballot.]

Any other section of the Pinellas County Charter, chapter 80-590, Laws of Florida, notwithstanding, except for any proposed amendments affecting the status, duties, or responsibilities of the county officers referenced in §§ 2.06 and 4.03 of this Charter, charter amendments proposed under § 6.01 (proposed by Pinellas County Commission), § 6.02 (proposed by citizens' initiative), or § 6.03 (proposed by a Charter Review Commission) shall be placed directly on the ballot for approval or rejection by the voters and it shall not be a requirement that any such proposed amendments need to be referred to or approved by the Legislature prior to any such placement on the ballot. *However, any charter amendment affecting any change in function, service, power, or regulatory authority of a county, municipality, or special district may be transferred to or performed by another county, municipality, or*

special district only after approval by vote of the electors of each transferor and approval by vote of the electors of each transferee. Such amendments proposed by the Board of County Commissioners must be approved by ordinance passed by a majority plus one member. The power to amend, revise, or repeal this Charter by citizens' initiative shall not include amendments relating to the county budget, debt obligations, capital improvement programs, salaries of county officers and employees, the levy or collection of taxes, or the rezoning of less than 5 percent of the total land area of the county.

Section 6.04, Pinellas County Charter (Emphasis supplied).

The Charter's dual vote requirement was put to the voters in one of a series of seven amendments proposed by the 2006 Charter Review Commission. Among the other amendments was a provision reserving certain aspects of municipal annexation to the County. Litigation ensued between certain municipalities and the County. A settlement was reached between the County and the municipalities that confirmed certain limitations on annexation to the County's benefit, and in turn, the County agreed to the constitutionality of the dual vote requirement in Section 6.04 to the municipalities. *See, Settlement Agreement Between All the Cities of Pinellas County and Pinellas County, FL for the Resolution of Issues Related to the Charter Review Committee (2007).* Copy attached.

This dual vote provision is contrary to the constitution provision predicated the effectiveness of a charter amendment on approval of the county's electors and instead requires approval of a municipality's electors when the charter amendment relates to certain municipal powers.

Pinellas County is a highly urban area with 24 separate municipalities. Pinellas County government is a regional government that can lawfully operate throughout the entire county geographic boundaries, not just in the unincorporated area. The inability of the charter to address issues of county-wide importance because of the dual vote requirement presents unconstitutional impediments to the ability of the county voters, acting through the CRC, to effectively address regulatory issues across municipal boundaries throughout Pinellas County.

Analysis:

In its deliberations, the CRC should not automatically preclude consideration of charter amendments that affect municipal powers on the basis that Section 6.04 of the Charter requires a dual vote approval throughout the County and a municipality. The dual vote requirement is unlawful and should not be used as a

barrier to the CRC's consideration of well reasoned amendments or revisions to the Charter that seek to solve regulatory issues throughout the entire County.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: September 1, 2015

**SETTLEMENT AGREEMENT BETWEEN
ALL THE CITIES OF PINELLAS COUNTY AND
PINELLAS COUNTY, FLORIDA FOR
THE RESOLUTION OF ISSUES RELATED TO THE CHARTER REVIEW
COMMITTEE**

May **THIS SETTLEMENT AGREEMENT** ("Agreement") is entered into this *2nd* day of *May*, 2007, between the Cities and/or Towns of Belleair, Belleair Beach, Belleair Bluffs, Belleair Shore, Clearwater, Dunedin, Gulfport, Indian Rocks Beach, Indian Shores, Largo, Kenneth City, Madeira Beach, North Redington Beach, Oldsmar, Pinellas Park, Redington Beach, Redington Shores, Safety Harbor, St. Pete Beach, St. Petersburg, Seminole, South Pasadena, Tarpon Springs, and Treasure Island, all Florida municipal corporations ("Cities") and Pinellas County, a political subdivision of the State of Florida, ("County") (collectively "Parties") and Thomas Trask ("Trask").

WITNESSETH:

WHEREAS, the Pinellas County Charter Review Committee placed seven amendments to the Pinellas County Charter before the voters for referendum approval; and

WHEREAS, the Cities objected to the amendments for various legal and practical reasons; and

WHEREAS, the Cities filed a lawsuit against the County, Charter Review Commission and the Supervisor of Elections (City of Pinellas Park, et al vs Supervisor of Elections, et al, Circuit Civil Case No. 06-5975-CI-11) (hereinafter referred to as "Lawsuit"); and

WHEREAS, the County filed a counterclaim to the Lawsuit which alleged that portions of the County Charter protecting the rights of the Cities by a 'dual vote' as to the transfer of certain matters was unconstitutional; and

WHEREAS, the Court denied the Cities' request for injunctive relief before the election; and

WHEREAS, the voters rejected four of the proposed amendments; and

WHEREAS, the Cities have no objection to Amendment 1; and

WHEREAS, the Cities believe that the ballot language for Amendments 5 and 6 is ambiguous and does not accurately reflect the actual amendments proposed to be included in the Pinellas County Charter; and

WHEREAS, the Cities and County have met to discuss a resolution of the Lawsuit which would reflect the will of the voters as identified in the ballot questions; and

WHEREAS, it is in the best interests of the Parties to resolve these issues; and

WHEREAS, by entering into this Agreement neither the Cities, individually or collectively, nor the County waive any defense in any action relating to annexation nor shall they be estopped from raising any defense in any action relating to annexation as a result of this Agreement; and

WHEREAS, this Agreement is entered into between the Parties to settle the foregoing Lawsuit and to address issues of concern expressed by the Cities and County; and

WHEREAS, reference to the 'Cities' or 'Parties' in these 'WHEREAS' clauses shall not include the cities of Dunedin, Redington Beach, and Indian Rocks Beach who were not parties to the Lawsuit, however because they are necessary parties to this Agreement, they are included in references to 'Cities' and 'Parties' in the remainder of this Agreement; and

WHEREAS, reference to the 'Cities', 'County', and 'Parties' shall include their elected officials, appointed officials, employees, agents, persons or entities contracting with them, or any other person or entity associated or affiliated with one or more of the Cities and County.

NOW THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and the promises and covenants contained herein, the Parties and Trask agree as follows:

1. The above recitations are true and correct and are incorporated herein by reference.
2. The Parties named in the Lawsuit hereby agree to settle the above referenced Lawsuit in the following manner and the Parties not named in the lawsuit hereby also agree to the following:
 - a. Notwithstanding any other provision of law, with respect to monetary incentives, an annexing municipality and the County may only offer, negotiate, agree to provide, or provide, incentives or inducements in conjunction or connection with an annexation proposal which (1) improve public properties, rights of way, or easements and the infrastructure and/or facilities located thereon or therein, (2) involve the acquisition of property for public use or benefit, (3) are in furtherance of the closure of enclaves, (4) provide public services and/or facilities, (5) waive or pay development, permit and/or application fees, or (6) otherwise advance a paramount public purpose as defined by Florida law.
 - b. Consents required by Section 171.0413(5) and (6), F.S. shall be express and in writing. Such consent shall be obtained by the annexing municipality at least ten (10) days prior to any referendum required pursuant to Section 171.0413, F.S. or at least ten (10) days prior to the public hearing on the ordinance required for annexation pursuant to Section 171.0413(6).
 - c. Without the current property owner's written permission, no municipality in Pinellas County shall subject any property to a referendum pursuant to Section 171.0413, F.S. for a period of seven years from the last date that such property was subject to an annexation referendum.
 - d. No municipality in Pinellas County shall subject any property to a referendum pursuant to Section 171.0413, F.S. unless an informational notice has been mailed to all affected property owners at least ten days prior to the public hearing.
 - e. The Parties agree that the dual vote provision set forth in Section 6.04 of the County Charter is constitutional, the County shall not support any future litigation challenging the constitutionality of that provision, nor shall the County support legislation or referenda seeking to remove this provision from the Charter. The County shall notify the Cities within thirty days of receipt of service

of any lawsuit or the filing of any claim challenging this provision. The Parties shall request the Court to enter a judgment finding this provision to be constitutional.

f. The Parties shall not draft, support, request, or propose any enabling legislation for Amendments 5 and 6. The Parties hereby jointly request present and future legislatures and legislative delegations to not pass any enabling legislation with respect to Amendments 5 and 6.

g. The Charter Review Commission and the Supervisor of Elections shall be dismissed from the Lawsuit. The remaining claims in the above referenced Lawsuit and counterclaim, and the lawsuit filed by Tom Trask, styled Trask vs Pinellas County, Circuit Civil No. 06-7171-CI-11 shall be dismissed.

h. All Parties shall bear their own fees and costs (this shall not apply to any cost sharing agreement between the Cities for the Cities' fees or costs).

i. This Agreement shall, to the extent necessary to be enforceable, constitute an interlocal agreement between the parties.

j. This Agreement shall, to the extent necessary to be enforceable, constitute an interlocal agreement between the parties entered into pursuant to Part II, Chapter 171 Florida Statutes.

k. As a result of entering into this Agreement, neither the Cities, individually or collectively, nor the County waive any defense in any current or future action relating to annexation nor shall they be estopped from raising any defense in any current or future action relating to annexation nor shall they be prevented in any way from raising any claim in any current or future lawsuit relating to annexation. The foregoing shall not apply to any action necessary to enforce the terms of this Agreement.

l. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts taken together shall constitute one agreement.

3. The Court shall retain jurisdiction to enforce the terms of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

END OF SUBSTANTIVE PROVISIONS. SIGNATURE PAGES TO FOLLOW.

PINELLAS COUNTY

ATTEST:
KEN BURKE, CLERK

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

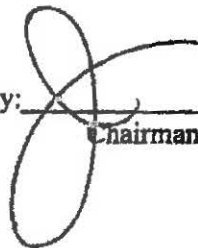
By:



Deputy Clerk



By:



Chairman

APPROVED AS TO FORM:



Office of the County Attorney

Pinellas County Charter Review Commission – 2015-2016
Tuesday, September 8, 2015

Agenda Item 7.c.
Term Limits

Summary of the Issue:

As requested at the August CRC meeting, this memorandum provides an update on the status of term limits for County Commissioners and for the County's constitutional officers: clerk of the circuit court, the property appraiser, the sheriff, the supervisor of elections, and the tax collector.

Background:

The current Charter of Pinellas County does not contain a term limit provision for the members of the Board of County Commissioners or any of the County's constitutional officers.

In 1996, an eight year term limit requirement for both the County Commissioners and the County officers was proposed by citizen's charter initiative. Litigation ensued over the constitutionality of the provision. The circuit court upheld the term limit provision. The County's voters approved it. Appeals of the circuit court's judgment were taken, including a request to the Florida Supreme Court to consider it. During the pendency of the appeal, the Florida Supreme Court ruled that term limits for county officials violated the Florida Constitution. See, *Cook v. City of Jacksonville*, 823 So. 2d 86 (Fla. 2002). The Supreme Court remanded the Pinellas County term limit case back to the circuit court, which concluded that the County's term limit provision violated the Constitution in light of the *Cook* decision and stripped the term limit provision from the Pinellas County Charter.

Two years later, the Florida Supreme Court reversed itself and concluded that term limits for county officials do not violate the Florida Constitution. See, *Telli v. Broward County*, 94 So. 3d 504 (Fla. 2012). Voters in Pinellas County petitioned the circuit court to reverse itself on the Pinellas County term limit provision. The circuit court ruled that it had no authority to reverse its earlier final decision on the unconstitutionality of Pinellas County's term limits. See, *Scruggs v. Clark, Amended Order Granting Summary Judgment*, (Fla. 6th cir. May 2013). Copy attached. The District Court of Appeal for the Second District affirmed the circuit court ruling without comment. See, *Scruggs v. Latvala*, n.p. op. (Fla. 2d DCA 2014).

Analysis:

After a long and choppy history, it appears that term limits for county commissioners and county constitutional officers in charter counties do not violate the Florida Constitution.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: September 1, 2015

**IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

**MARIA SCRUGGS, BEVERLEY BILLIRIS,
and H. PATRICK WHEELER,
Plaintiffs,**

**Case No.: 12-007801CI-21
UCN: 622012CA007801XXCICI**

v.

**DEBORAH CLARK, in her official capacity
as Supervisor of Elections for Pinellas
County, Florida; SUSAN LATVALA,
JOHN MORRONI, KENNETH WELCH,
AND KAREN SEEL all in their capacity
as County Commissioners; and PINELLAS
COUNTY, a political subdivision,
Defendants.**

**AMENDED ORDER¹ GRANTING DEFENDANT PINELLAS COUNTY'S MOTION FOR
SUMMARY JUDGMENT; DECLARING MOOT DEFENDANTS COUNTY
COMMISSIONERS' MOTION FOR SUMMARY JUDGMENT; AMENDED FINAL
JUDGMENT FOR DEFENDANTS**

THIS MATTER came before the Court on Defendant Pinellas County's "Motion for Summary Judgment" filed on March 7, 2013; the County's Memorandum in support of the motion filed on March 7, 2013; Defendants County Commissioners Susan Latvala, John Morroni, Kenneth Welch, and Karen Seels' "Motion for Summary Judgment" filed on March 7, 2013; the Commissioner's Memorandum in support of the motion filed on March 7, 2013; Plaintiffs Maria Scruggs, Beverley Billiris, and H. Patrick Wheeler's "Cross Motion for Summary Judgment Incorporating a Memorandum of Law" filed on April 27, 2013; Defendant Commissioners and the County's "Response in Opposition to Plaintiffs' Cross Motion for Summary Judgment and Memorandum of Law"

¹ The amendment to the original order adds Karen Seel in her capacity as County Commissioner as a party to the action and subject of the order. There are no other changes to the substance of the Amended Order and Amended Final Judgment.

filed on April 30, 2013; Defendants Commissioners and County's "Supplemental Memorandum in Support of Defendants' Motions for Summary Judgment and in Opposition to Plaintiffs' Late Filed Summary Judgment Motion" filed on May 8, 2013. The Court has considered the affidavits, notices of filing, request to take judicial notice, and argument of counsels.

Ruling

The current Pinellas County Charter provisions that contain no term limits for the Pinellas County Commissioners are valid and not affected by the recent Telli v. Broward County, 94 So. 3d 504 (Fla. 2012), decision. The 2003 Final Judgment of this Court declaring the 1996 referendum for term limits unconstitutional as required by the Florida Supreme Court in Cook v. City of Jacksonville, 823 So. 2d 86, 95 (Fla. 2002), remains binding. Any future referendums would be governed by Telli. The Charter Amendments approved by the 1996 referendum cannot be revived. This ruling is explained in detail below.

The Court recognizes that there may very well be significant frustration stemming from this decision, particularly by the many voters who approved the referendum years ago. However, this Court is bound to follow the rule of law to enable all persons to rely upon decisions of the court when a judgment has become final without challenge.

Procedural History

The original complaint in this matter was filed on June 26, 2012. On December 7, 2012, the Court entered an order granting with prejudice the motion to dismiss of Defendant Deborah Clark, as Supervisor of Elections for Pinellas County. Also on December 7, 2012, the County and the Commissioners' motions to dismiss were granted without prejudice. On January 10, 2013, Plaintiffs filed an Amended Complaint against the County and the Commissioners. On March 7, 2013, the County and the Commissioners filed separate motions for summary judgment with supporting memoranda. The Plaintiffs electronically filed an untimely cross-motion for summary judgment with memorandum on Saturday, April 27, 2013; which the Court nevertheless has considered. The County and Commissioners filed a response to the cross-motion for summary judgment and a supplemental response. A hearing was conducted on May 2, 2013.

History of the Case

All parties agree that there are no disputed material issues of fact, that only legal issues are involved in this case, and that final summary judgment is appropriate.

This Court feels it is necessary to describe in detail the progression of the issues in this case since 1996.

Eight Is Enough In Pinellas County, a political committee, initiated a petition drive to amend section 3.01 of the Pinellas County Charter to impose term limits of eight consecutive years upon Pinellas County Commissioners; and to amend section 4.03 to impose term limits of eight consecutive years on certain constitutional officers. Sufficient signatures were collected to place the proposed referendum to amend the two sections of the Charter on the November 1996 ballot for the general election.

In July 1996 an action against Pinellas County was commenced by Clair Johnson, a Pinellas County resident and registered voter. The Complaint challenged the constitutionality of the proposed amendment to section 3.01 affecting the Pinellas County Board of County Commissioners and the proposed amendment to section 4.03 affecting Pinellas County constitutional officers. Clair Johnson v. Pinellas County, Case Number 96-004494CI-20. Eight Is Enough In Pinellas County was permitted to intervene in the case (collectively "Eight Is Enough").

On September 6, 1996, the Court entered an Order Denying Ms. Johnson's challenge. The referendum was placed on the November 1996 ballot. On October 18, 1996, the five Pinellas County constitutional officers were allowed to intervene ("the Johnson Plaintiffs"). The referendum was approved by the electorate in November 1996.

The Amended Order and Final Judgment ultimately was entered in favor of Eight Is Enough in 1999 ("the 1999 Final Judgment"). The Johnson Plaintiffs appealed and the 1999 Final Judgment was affirmed. Pinellas County v. Eight Is Enough In Pinellas, 775 So. 2d 317 (Fla. 2d DCA, 2000). In the opinion, the Second District Court of Appeal specifically referred to the ballot initiatives to amend Pinellas County Charter section

3.01 affecting the Board of County Commissioners and section 4.03 affecting the Pinellas County constitutional officers. Id. at 319 n.2.

A petition for discretionary review was filed with the Florida Supreme Court by the Pinellas Clerk of Court, Tax Collector, and Sheriff to review the appellate court decision. On May 23, 2002, in Cook v. City of Jacksonville, 823 So. 2d 86, 95 (Fla. 2002), the Florida Supreme Court quashed the Second District Court of Appeal's decision and remanded for further proceedings.²

Thereafter, on September 8, 2003, on remand from the appellate court this Court entered the "Second Amended Order and Final Judgment on Motion for Summary Judgment" ("the 2003 Final Judgment"). The 2003 Final Judgment concludes that the Supreme Court's decision styled Cook v. City of Jacksonville, 823 So. 2d 86 (Fla. 2002), controls this matter and the 1999 Final Judgment was rescinded.³ Lastly, that the term limits amendments to sections 3.01 and 4.03, Pinellas County Charter, approved by referendum vote of the electorate on November 5, 1998, are unconstitutional for the reasons detailed in the Supreme Court's decision in Cook v. City of Jacksonville.

No appeal was taken from the 2003 Final Judgment. The time for appeal of the 2003 Final Judgment expired more than nine years ago on October 8, 2003.

The Telli Decision and Plaintiffs' Position

On May 10, 2012, the Florida Supreme Court issued the opinion in Telli v. Broward County, 94 So. 3d 504 (Fla. 2012). This ruling breathed new life into Plaintiffs desire to enforce term limits in the county and on June 26, 2012, Maria Scruggs, Beverley Billiris, and H. Patrick Wheeler filed the original Complaint for Declaratory Judgment and Enforcement of Home Rule Charter in the present action.

In Telli the Florida Supreme Court was reviewing the decision of the Fourth District Court of Appeal that held the Florida Constitution permitted Broward County in its Charter to impose term limits on the office of county commissioner. In approving the Fourth District Court of Appeals decision, the Supreme Court stated that it receded from

² This Court notes that the Supreme Court did not quash in part the appellate court's decision; but quashed the entire decision. The term "quash" is defined to mean "[t]o annul or make void; to terminate." Black's Law Dictionary (9th ed. 2009).

³ The term "rescind" is defined to mean "[t]o make void; to repeal or annul." Black's Law Dictionary (9th ed. 2009).

Cook, 823 So. 2d 86, and held that the term limits provided in the Broward County Charter do not violate the Florida Constitution.

Contrary to the Plaintiffs' allegations, the Supreme Court did not vacate or quash the decision in Cook, but instead receded from its prior position.⁴ This is an important distinction.

The Plaintiffs seek a declaration from this Court that based on the 2012 Supreme Court opinion in Telli and the results of the 1996 referendum, the Defendants in this action are in violation of the Pinellas Charter, are disqualified from further service in their positions, and should be removed from office by court order. The Plaintiffs assert that it is clear from the Telli decision that Cook did not apply to the county commissioners and that the county commissioners waived any appeal to the Supreme Court on the referendum issue. However, contrary to this argument, the Supreme Court specifically stated that it need not reach the issue of whether the office of county commissioner is one of the offices to which Cook applies because it was receding from Cook. See Telli, 94 So. 3d at 512.⁵

Motions for Summary Judgment

In its motion for summary judgment, Pinellas County argues that the 2003 Final Judgment is critical to the disposition of this case. As has been noted above, based on the Supreme Court's determination in Cook that the Pinellas County Charter term limits violated the Florida Constitution, this Court entered the 2003 Final Judgment in favor of Ms. Johnson, Pinellas County, the Pinellas Clerk of Court, Property Appraiser, Tax Collector, Sheriff, and Supervisor of Elections. The 2003 Final Judgment set aside as unconstitutional the referendum for term limits approved in November 1996. The 2003 Final Judgment never was appealed and has never been overturned or vacated by any court. The doctrine of res judicata is applicable to the 2003 Final Judgment. See

⁴ The term "recede" is defined to mean "[t]o withdraw or retreat from an agreement, stated position, or the like." Am. Heritage Dictionary (11th ed. 1982).

⁵ In addressing whether the county commissioners' positions were included in the Supreme Court's decision in Cook, this Court holds that the issue is irrelevant in the present case. As has been stated above, and is further explained below, this Court properly followed the May 21, 2003, mandate of the Second District Court of Appeal when it rescinded the 1999 Final Judgment and substituted and entered the 2003 Final Judgment. There was no timely challenge to the 2003 Final Judgment claiming the Supreme Court's holding in Cook was inapplicable to the Pinellas Board of County Commissioners.

Theisen v. Old Republic Ins. Co., 468 So. 2d 434, 435 (Fla. 5th DCA 1985). The 2003 Final Judgment is effective and binding.

Section 102.1682(2), Florida Statutes (2003), states, "If a judgment is entered setting aside a referendum, the election shall be void." Upon becoming final, the 2003 Final Judgment voided the 1996 referendum imposing term limits upon the Board of County Commissioners and upon the constitutional officers.

Plaintiffs' arguments that the Florida Supreme Court's decision in Telli revives the amendments to the Pinellas County Charter pursuant to the 1996 referendum are without merit. The Telli opinion receded from Cook, but did not vacate Cook. Although this may appear to be a minor distinction or technicality, it is a significant difference for legal analysis of prior decisions. The Supreme Court also indicated its intention that Telli only have prospective application when it noted that "the qualifying deadlines have not occurred, there are no reliance issues implicated by this ruling." Telli, 94 So. 3d 513.

"After a judgment has become truly final, a change in the applicable rule of law resulting from a later appellate decision in an unrelated case is not a ground for relief from the prior final judgment." Theisen, 468 So. 2d at 435; see Petrysian v. Metro. Gen. Ins. Co., 672 So. 2d 562, 563 (Fla. 5th DCA 1996). The Telli decision will govern any future proposed referendums on term limits, but does not revive the Charter Amendments approved by the 1996 referendum or render them automatically constitutional. See also § 102.1682(2), Fla. Stat.

In further support of their position, Plaintiffs direct the Court to the unpublished final judgment of the Fourth Judicial Circuit Court for Duval County, Florida entered on August 10, 2012, in City of Jacksonville Florida v. Fuller, Case No. 16-2012-CA-8211. A final order or final judgment of another Florida circuit court outside the Sixth Judicial Circuit may be persuasive or instructive, but is not binding on this Court.

The factual situation before the circuit court in Fuller is distinguishable from the present case. Florida Supreme Court's decision in Cook directly involved the constitutionality of section 12.11 of the Jacksonville Charter imposing term limits. See Cook, 823 So. 2d at 87-88. This same section of the Charter was at issue before the Fourth Judicial Circuit Court in Fuller.

The Fourth Judicial Circuit Court stated in the August 10, 2012, final judgment that the Tell decision "has in effect revived a dormant section 12.11."

This Court finds that the principle of dormancy does not apply in this case as the 2003 Final Judgment was not the subject of an appeal, is res judicata, and precludes the "revival" of section 3.01 of the Pinellas County Charter. The Fourth Judicial Circuit Court's unpublished final judgment is distinguishable and inapplicable to the facts found in the present case.

The County's Motion for Summary Judgment is granted based on the analysis set forth above. Plaintiffs' Cross-Motion for Summary Judgment is denied.

The Commissioners filed a Motion for Summary Judgment seeking to have the Plaintiffs' Amended Complaint dismissed and summary judgment entered based on Plaintiffs failure to comply with the procedures to challenge an election set forth in section 102.168, Florida Statutes (2008-2012). That issue is moot because the Court concludes that Summary Judgment is granted to the Defendants on the merits of the County's motion.

Accordingly, it is

ORDERED AND ADJUDGED that Defendant Pinellas County's "Motion for Summary Judgment" is **GRANTED**.

IT IS FURTHER ORDERED AND ADJUDGED that Defendants County Commissioners Susan Latvala, John Morroni, Kenneth Welch, and Karen Seels' "Motion for Summary Judgment" is declared **MOOT**.

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiffs Maria Scruggs, Beverley Billiris, and H. Patrick Wheeler's "Cross Motion for Summary Judgment Incorporating a Memorandum of Law" is **DENIED**.

IT IS FURTHER ORDERED AND ADJUDGED that **FINAL JUDGMENT** is entered in favor of Defendants Pinellas County and County Commissioners Susan Latvala, John Morroni, Kenneth Welch, and Karen Seels' and against Plaintiffs Maria Scruggs, Beverley Billiris, and H. Patrick Wheeler. The Defendants shall go hence without day.

IT IS FURTHER ORDERED AND ADJUDGED that the Court reserves jurisdiction to enter any further and necessary orders in this matter.

DONE AND ORDERED in Chambers, in Clearwater, Pinellas County, Florida, this 16th day of May, 2013.

A TRUE COPY

/s/ John A. Schaefer
JOHN A. SCHAEFER, Circuit Judge

Copies furnished to:

John A. Shahan, Esq.
536 E. Tarpon Ave., Ste. 3
Tarpon Springs, FL 34689

John A. Powell, Jr., Sr. Asst. County Atty
Sarah Richardson, Sr. Asst. County Atty
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Jacqueline R. Ambrose, Esq.
P.O. Box 3239
Tampa, FL 33601

**Pinellas County Charter Review Commission – 2015-2016
Tuesday, September 8, 2015**

**Agenda Item 8
Discussion and Setting of Future Meeting Dates**

Statement of Issue:

Please consult your calendar to be ready to discuss and decide the November and December 2015 meeting dates of the CRC.

Background:

The Charter provides that the Charter Review Commission meets upon the call of the Chair or three members of the Charter Review Commission. The Charter Review Commission must complete its review of the Charter and submit its report to the public by July 31, 2016. Two public hearings for any proposed amendments or revisions to the Charter shall be conducted prior to the transmittal of the recommendations to the Board of County Commissioners for placement on the ballot.

At the first meeting of the CRC, the members decided the dates for this meeting and the October meeting. The next meeting of the CRC is scheduled for October 14, 2015.

Analysis:

Because of upcoming holidays and contemplated travel in November and December, this agenda item seeks discussion and decisions on scheduling CRC meetings in those months during the following available time periods:

November 9th-11th

December 7th -11th or 14th-18th

Recommendation:

Set the date and time for the November and December meetings of the Charter Review Commission.

Prepared by:

Sarah M. Bleakley
Interim General Counsel
On: September 1, 2015

**Pinellas County Charter Review Commission – 2015-2016
Tuesday, September 8, 2015**

**Agenda Item 9
Discussion and Consideration of Next Meeting Agenda**

Statement of Issue:

This agenda item is intended to preview the agenda for the third meeting of the CRC.

- a. Items carried over from the September 8, 2015 agenda
- b. Communications Plan / Public Outreach
- c. Other issues as necessary and determined by the Charter Review Commission

With regard to this draft agenda for the CRC's third meeting, it is appropriate for the CRC to consider and adopt the topics for discussion and consideration. During the discussion, any member may, by motion, suggest a specific item be added to the next meeting agenda. Staff recommends allowing the staff to add additional items that may be necessary for an orderly meeting and efficient process for moving the CRC forward on its path.

Options:

- (1) Approve a motion to adopt items a, b and c above as its agenda at the October meeting, allowing the staff to add other items as necessary; or
- (2) Approve a motion amending the agenda to include specified issues and allow staff to add other items as necessary.

Prepared by:

Sarah M. Bleakley
Nabors, Giblin & Nickerson, P.A.
Interim General Counsel
On: September 1, 2015

Action Taken:

Motion to: _____, Made by: _____;
Seconded by: _____.

Approved____; Approved as amended____; Defeated_____.