

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

SEALED PROPOSAL • DO NOT OPEN

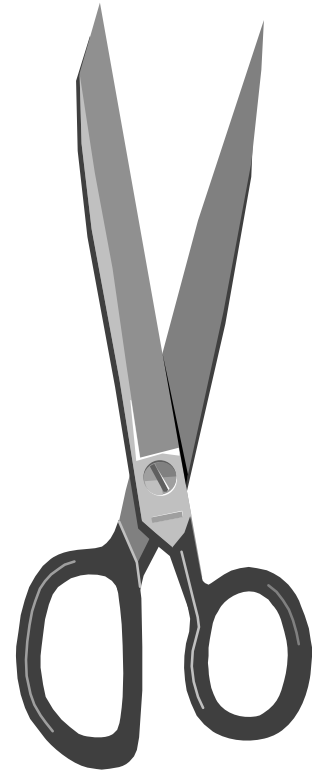
SEALED PROPOSAL NO.: **067-0487-P (LN)**

PROPOSAL TITLE : **Management Consultant
Services - Public Works**

DUE DATE/TIME: **August 14, 2007 @ 3:00 PM**

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, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed proposal package if applicable.

**SUBMIT
PROPOSAL
TO:**

Pinellas County Board of County
Commissioners
Purchasing Department
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

REQUEST FOR PROPOSAL

PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

PROPOSAL TITLE: **Management Consultant Services - Public Works**

PROPOSAL NO: **067-0487-P**

www.pinellascounty.org



PROPOSAL IS DUE: August 14, 2007 @ 3:00P.M. AND MAY NOT
BE WITHDRAWN FOR: 120 DAYS AFTER SUCH DATE AND TIME.

ISSUE DATE:
July 13, 2007

DEADLINE FOR WRITTEN QUESTIONS: August 3, 2007 by 3:00
P.M. MUST BE SUBMITTED TO LUCY NOWACKI AT
lnowacki@pinellascounty.org

PHONE: 727 464-3311

FAX: 727/464-3925

COMMISSIONERS

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

THE MISSION OF PINELLAS COUNTY

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

Joseph Lauro
JOSEPH LAURO,
CPPO/CPPB
Director of Purchasing

SECTION A

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. SUBMISSION OF PROPOSAL:

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

SECTION A - GENERAL CONDITIONS - CONTINUED

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

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

3. DESCRIPTION OF SUPPLIES/SERVICES:

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

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

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

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

5. EVALUATION CRITERIA:

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

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

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

SECTION A - GENERAL CONDITIONS - CONTINUED**8. CONFLICT OF INTEREST:**

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

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted.

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

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

12. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

13. PROVISION FOR OTHER AGENCIES:

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

14. COLLUSION:

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

SECTION A - GENERAL CONDITIONS - CONTINUED

15. RIGHT TO AUDIT:

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

16. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

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

17. COUNTY INDEMNIFICATION:

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

18. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

19. ADA REQUIREMENT FOR PUBLIC NOTICES:

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

20. CERTIFICATE OF INSURANCE:

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

21. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

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

SECTION A - GENERAL CONDITIONS - CONTINUED

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

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

DEFINITIONS:

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

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

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

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

22. PAYMENT/INVOICES:

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

23. CANCELLATION:

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

SECTION A - GENERAL CONDITIONS - CONTINUED**24. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

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

25. NON-EXCLUSIVE CONTRACT:

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

26. LOBBYING:

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

27. ADDITIONAL REQUIREMENTS:

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

28. ADD/DELETE LOCATIONS/SERVICES:

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

29. SERVICES AGREEMENT:

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

SECTION A - GENERAL CONDITIONS - CONTINUED

30. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

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

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

(c) *Requirements to Protest.*

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

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

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

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

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

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

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

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

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

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

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

SECTION A - GENERAL CONDITIONS - CONCLUDED**31. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:**

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

32. PUBLIC EMERGENCIES:

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

SECTION B - SPECIAL CONDITIONS**Proposal Title: MANAGEMENT CONSULTANT SERVICES - PUBLIC WORKS
Proposal Number: 067-0487-P (LN)****1. OBJECTIVE:**

The Pinellas County Public Works Department seeks to engage the services of management consulting firms to perform an operations study of the Public Works Department.

2. PROPOSAL REQUIREMENTS:

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

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

3. EVALUATION CRITERIA:

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

4. PRICING/PERIOD OF CONTRACT:

Prices shall be held firm for the duration of the contract unless changed during the negotiations of the contract. Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for the period of thirty-six (36) months from the date of execution of the agreement unless otherwise indicated.

5. OPTION OF RENEWAL:

The contract may be extended subject to written notice of agreement from the County and the successful proposer(s) for an additional **twenty-four (24)** month period beyond the primary contract period. Contract renewals will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, for the twelve months prior to renewal, or four **(4)** percent, whichever is less.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term or at time of renewal request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

6. PROPOSAL SUBMITTAL COPIES:

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

SECTION B - SPECIAL CONDITIONS - Cont'd
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7. . ITEMS TO BE RETURNED WITH PROPOSAL:

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

8. TIME LINE:

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

Date	
07/13/2007	Advertising & Publishing RFP
N/A	Pre-proposal Conference
08/03/2007	Deadline for Questions/Clarifications by 3:00 p.m.
08/14/2007	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 Public Works
TBD	Submit recommendation to Board for Award of Contract

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I. MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
 - (4) Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$500,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- (4) Pinellas County, Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured exclusive of professional liability and worker's compensation insurance. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

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

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

SECTION D - VENDOR REFERENCES

Proposal Title: MANAGEMENT CONSULTANT SERVICES - PUBLIC WORKS

Proposal Number: 067-0487-P (LN)

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

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

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

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

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

All fields below must be completed

1 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

2 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

3 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

4 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

SECTION E – SCOPE OF WORK

**Proposal Title: MANAGEMENT CONSULTANT SERVICES - PUBLIC WORKS
Proposal Number: 067-0487-P (LN)****A. OBJECTIVE:**

The Public Works Department invites management consulting firms to submit proposals to analyze the Public Works operation for effectiveness and efficiency opportunities, define means to measure performance “outcomes”, deliver tools to gauge how these outcomes compare to Performance Standards, assist in documenting all related business practices and Standard Operating Procedures, and strategic planning. Studies will review the various division's management, organization, policies, staffing, equipment, capacity, and related variables that promote the efficiency and effectiveness of the Public Works Department in meeting budgetary efficiency, operational standards, and response needs today and in the future.

This analysis may be one of several to be conducted for the various Public Works divisions on an as needed basis. The consultant(s) will be required to prepare and furnish to Pinellas County Public Works detailed analyses and reports including recommendations that are designed to reach our goals. Award of this contract may consist of one or more consultants.

The goals include continuing daily operations with existing staff and to have the management consultant provide an analysis of current organizational business processes and procedures, and record current work processes in order to identify efficiencies that will have greatest cost/benefit ratio.

Anticipated benefits of engaging a management consultant to analyze our work processes include, but not limited to:

- Identification of areas of efficiencies/inefficiencies which have the greatest impact on the organization, as well as acquire specific recommendations for improvement.
- The discovery of additional resources to quickly achieve a cost benefits analysis for recommended improvements.
- The production of a standardized capture of information to allow comparisons with other agencies(benchmarking) and develop activity-based budgets.

B. BACKGROUND:

Pinellas County is a rapidly growing county which includes twenty-four (24) municipalities with the population exceeding 900,000. Public Works employs approximately 514 full-time employees. Public Works is comprised of seven major divisions:

- Engineering
- Transportation (including Traffic)
- Highway (including Mosquito Control)
- Geographic Services (Survey & Mapping and Real Estate)
- Construction Management
- Building Design
- Financial Services and Contracts

Responsibilities include services of general government, developing and maintaining the County's transportation and surface water management programs, and engineering and construction services to other Pinellas County departments, i.e., Park Department, Community Development, and General Services. Additional information about the Public Works department can be found at: www.pinellascounty.org/PublicWorks .

SECTION E – SCOPE OF WORK - CONTINUED**C. SCOPE OF WORK:**

The required work by the consultant (s) shall include each division of Public Works:

Task 1 - Management Review:

This task includes the preliminary evaluation of the existing Public Works operation specifically to the division being evaluated. The results will be the identification of areas and opportunities for improvement and the approach/time line to achieve this goal. To accomplish this task, the consultant will perform several information collection activities to become familiar with the Public Works operation that is being evaluated.

Tasks to be performed will include the following:

- Develop an understanding of the organization and operations of the Public Works Department.
- Review the organizations structure.
- Review each division's responsibilities. The project objectives, tasks and timelines, and productivity will be reviewed and confirmed.
- Identify communication channels, and reporting relationships and responsibilities of staff in each division.
- Assess cost and service level competitiveness and controls.
- Evaluate the department's facilities, technology, and modern management practices to improve organizational effectiveness.
- Review long-term planning objectives.
- Review products to be delivered. Expectations regarding the form and scope of the products will be confirmed.

Along with these tasks, a complete involvement program will be performed where all related management staff is involved in the review and comment of collected information, findings, and recommendations prior to finalization of the report.

Task 2 - Data Collection:

The consultant will obtain and analyze the background information of the Public Works Department.

This may include, but not limited to the following:

- Estimate division work history by key activities.
- Review the adopted mission, goals, objectives, performance standards, etc. of the County as they relate to the Public Works Department.
- Benchmark performance levels with other comparable and "best in class" organizations.
- Review position descriptions and organization charts.
- Review current workload and workload trend information, to the extent available.
- Review staffing levels, including resource allocation and utilization.
- Review work processes and flows.
- Review data flows, external and internal, to the division.
- Review budgets and costs of services.
- Provide documentation of all recommended "business processes" and "standard operation procedures"; include planning, organizing, scheduling, and controlling objectives.
- Review administrative policies, procedures, and practices.
- Prepare report detailing the County's current state of operation, opportunities for improvement and make recommendations to achieve them.
- Review tools and equipment (including computer equipment) that is available to the division.

Along with these tasks, a complete involvement program will be performed where all related management staff is involved in the review and comment of collected information and findings, and recommendations prior to finalization of the report.

SECTION E – SCOPE OF WORK - CONTINUED**Task 3 - Deliverables:**

The Consultant will prepare, with information from prior tasks, including, but not limited to, a factual profile of the requesting division and operations of that division, documenting the effort that has been made and implemented as part of the management services system implementation.

The report will outline the following, but is not limited to:

- Steps taken to obtain appropriate background information
- Factual profile of existing operations
- Information uncovered
- All baseline information
- Results of all tasks and a detailed analysis expressed of observations
- Review organization of department
- Results of the comparative review (benchmarking) of other similar agencies
- Detailed recommendations of staffing levels, including specific opportunities for improvement.
- Review of productivity and recommendations for improvements.

The consultant shall submit five (5) copies of an initial final report to the requesting division Director. These documents shall be subject to review by County staff. Staff comments from this report shall be used to prepare the final report.

The final submittal shall be a bound, printed report, with tabbed sections to facilitate review. The report shall be organized and written for understanding by a person without a background in public works management or management consulting.

The final report generated shall feature an abstract that shall not exceed one (1) page in length. This abstract will be in addition to any executive summary. The abstract will briefly present the main findings, impact, and change, resulting from implementing the management review recommendations.

Task 4 - Implementation Services:

If requested and authorize in writing by the Public Works Director or appointee, the consultant shall assist County staff in the implementation of the recommendations developed as a result of the Public Works analysis. During this implementation phase, the consultant shall provide the following implementation services.

The consultant shall work with County staff to develop an implementation plan which shall include:

1. A schedule and budget for implementation.
2. An estimate of the amount and timing of any implementation benefits.
3. An implementation project structure for the assignment of implementation tasks.
4. A means to monitor and report progress on implementation of tasks.
5. A plan for addressing variances in the implementation schedule and budget.
6. A means to identify measure and report benefits realized through implementation of recommendations.

The consultant shall provide leadership, facilitation, appropriate guidance and necessary oversight during the implementation process to verify that proper implementation has been made. The County staff shall have ready access to one another and key members of the consultant team. Access shall include reasonable real-time telephone contact and reply to e-mail inquires within 24-hours.

Necessary oversight shall include at least one (1) three-day visit (time increments may be negotiated depending on division's needs) during the implementation phase. The visits may be scheduled as the consultant and County staff determines is needed for proper and timely implementation. This oversight may also include videoconferences that may be scheduled by County staff.

SECTION E – SCOPE OF WORK - CONTINUED
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D. PROPOSAL FORMAT:

The proposal should be in the following format:

1. Technical Approach & Proposed Scope of Service -
Provide an understanding and technical approach of the project along with a detailed proposal for accomplishing your scope of work within the project time schedule proposed. The proposal should highlight specific tasks to be accomplished with clear results that will be obtained at project milestones, the type of project progress reporting that will be provided, and the timetable for completing tasks and reaching milestones.
2. Credentials and Experience -
 - Provide a brief history of the firm. Provide the names and relevant qualifications (resumes) of the proposed project manager and other key personnel to be assigned to the project.
 - Provide a list of similar Public Works clients at the county level (Section D) with contact information for which these same consulting services have been supplied within the last five years. This would include the role of the Company in these assignments (prime, sub-consultant, etc.) and which specific type of service (strategic planning, performance measurements, benchmarking and best practices, work management, activity planning, etc.).
 - Experience in writing and presenting reports for county government officials is desired, including the development of findings, conclusions, and recommendations. Include three (3) comparable studies.
3. Fees -
Outline a proposed flat hourly fee for services and testing to be performed for this consulting project. Flat fee shall be inclusive of all costs (on-site/off-site).
4. Timeline Requirements -
Timeline for delivery of services per task. Initial draft of final reports associated with assigned tasks may vary depending on the need of the requesting division.

E. EVALUATION CRITERIA:

Technical Approach & Proposed Scope of Service	400 Points
Credentials and Experience	400 Points
Fees	100 Points
Timeline Requirements	100 Points

TOTAL**1000 Points**

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS
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Proposal Title: MANAGEMENT CONSULTANT SERVICES - PUBLIC WORKS
Proposal No.: 067-0487-P (LN)

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

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

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

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

 Vendor Name

Proper Corporate Identity is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see www.sunbiz.org website for this division. It is essential for you to fill out the W9 on the next page and return it with your proposal. Thank you.

 Address

 City, State, Zip

 Telephone

 Fax

 Federal Employee ID No. (FEIN)

 Account Representative Email Address

 Company Email Address (for Electronic Solicitation Notifications)

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

AUTHORIZED SIGNATURE: _____

NAME & TITLE (print): _____

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE (Remit to Information needed)	
TAXPAYER ID & CERTIFICATION W9	

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number								
or								
Employer identification number								

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

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. person (including a U.S. resident alien).

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

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

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

U.S. person. 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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

SECTION G - ADDENDUM ACKNOWLEDGMENT FORM

Proposal Title: MANAGEMENT CONSULTANT SERVICES - PUBLIC WORKS

Proposal No: 067-0487-P (LN)

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

ADDENDUM 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. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

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

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. **067-0487-P (LN) for MANAGEMENT CONSULTANT SERVICES - PUBLIC WORKS**

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2006 by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", represented by its Board of County Commissioners, and _____, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

WHEREAS, County awarded the Proposal to Contractor; and

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

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

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

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

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

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

5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent in the RFP. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be

unreasonably exercised by County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a proposal to a proposer that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Chairman

President/(name)

[Corporate Seal]

ATTEST:
KEN BURKE

ATTEST:

By: _____
Deputy Clerk

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:

Office of the County Attorney

DOCUMENT2

4/15/99

**BOARD OF COUNTY
COMMISSIONERS**

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



Joseph Lauro, CPPO/CPPB
Director

July 27, 2007

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Management Consultant Services - Public Works

PROPOSAL NUMBER: 067-0487-P (LN) *ln*

PROPOSAL SUBMITTAL IS DUE: August 14, 2007 @ 3:00 PM

ADDENDUM NO. 1

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

QUESTION/ANSWERS

1. Is it the intent to review all 7 divisions of Public Works simultaneously, sequentially, or in some "grouping"? **There is no specific order in which services will be requested. Individual division tasks will be done on an as needed basis.**
2. Page 17 #3 Fees states that proposers are to provide a "flat hourly fee for services and testing to be performed for this consulting project" Does the County want a flat fee for the review of the entire department with hourly rates or truly an average hourly rate inclusive of expenses. **See Page 17, D. 3**
Does the County wish to know the number of hours the consultant has estimated for the entire project? **See 17, D.4. If vendors choose to put hours as part of their proposal, it is their choice.**
3. Is there an established or estimated budget for this review, and if so what is it? **The estimated budget is \$250,000 over a three year span.**
4. What is the County's desired timeline from start to finish (i.e. is there a desire to have recommendations by a certain deadline because of a budget process, or is there a need to start "immediately" or to wait several months based on the departments current workload, etc **There is no specific order in which services will be requested. Individual division tasks will be done on an as needed basis.**

All other specifications, terms and conditions remain the same.

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

Sincerely,

Candy Mancuso
Joseph Lauro, CPPO/CPPB *for gl*
Director of Purchasing

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



**BOARD OF COUNTY
COMMISSIONERS**

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Joseph Lauro, CPPO/CPPB
Director

August 7, 2007

TO: ALL INTERESTED PROPOSERS
REQUEST FOR PROPOSAL: Management Consultant Services - Public Works
PROPOSAL NUMBER: 067-0487-P (LN)
PROPOSAL SUBMITTAL IS DUE: August 14, 2007 @ 3:00 PM

ADDENDUM NO. 2

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

QUESTION/ANSWERS:

1. What event(s), if any, have led Pinellas County to seek assessment and improvement of Public Works divisions? **None**
2. Has Pinellas County Public Works previously attempted or completed an assessment and improvement project similar to that described in this RFP? If so, what was the outcome of that previous initiative? **No**

Specific Questions as to Project Objective - Page 14, A. Objective:

3. Are these three outcomes seen as equally important or is there a priority order? **The outcomes are prioritized as listed.**
4. Does "discovery of additional resources" refer to inside the organization, outside the organization, or both? **Inside the organization.**
5. How many other agencies are intended to be benchmarked in the course of this project? **More than one (1), but less than three (3).**
6. Will the consultant be expected to create the form and structure of a "standardized capture of information" or use an existing format? **The consultant is expected to create the form and structure.**

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



Specific Questions as to Project Background - Page 14, B. Background:

7. Approximately how many employees would be considered "related management staff" as specified on page 15, Section C, Tasks 1 and 2? **There are six (6) division directors.**
8. Will the consultant be able to involve all 514 employees together in at least some part of the initiative (for example, via an "in service day")? **No. To be determined by divisional management, not entire department.**

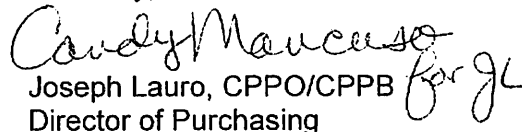
Specific Questions as to Project Scope - Page 15, C. Scope of Work:

9. Is the intention to perform the assessment of each division one at a time, or simultaneously as a parallel-tasked project? **The intention is to perform the assessment of each division one at a time.**

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 20 under Addendum No. 2 and return with completed bid package.

Sincerely,


Joseph Lauro, CPPO/CPPB *for JL*
Director of Purchasing