

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

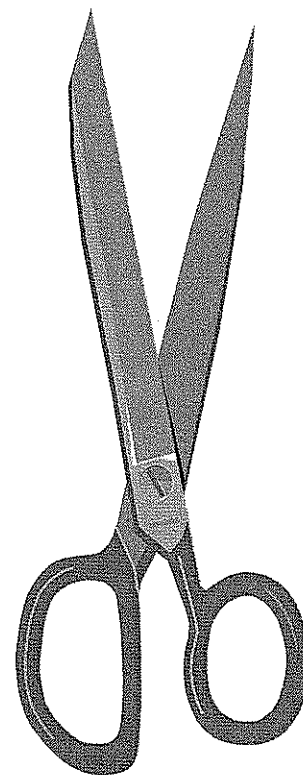
SEALED PROPOSAL NO.: 101-0171-P (JL)

PROPOSAL TITLE: Consulting Services for
Building and Development Review Services (BDRS)

DUE DATE/TIME: March 18, 2011 @ 3:00 p.m.

SUBMITTED BY: _____
(Name of Company)

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



Please Note:

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

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 REQUEST FOR PROPOSAL
ISSUE DATE: February 28, 2011	PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED
TITLE: Consulting Services for Building and Development Review Services (BDRS)	RFP NUMBER: 101-0171-P (JL)
SUBMITTAL DUE: March 18, 2011 @ 3:00 P.M. <i>AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.</i>	PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE
DEADLINE FOR WRITTEN QUESTIONS: March 9, 2011 BY 3:00 P.M. SUBMIT QUESTIONS TO: JOE LAURO, CPPO/CPPB AT jlauro@pinellascounty.org	
<u>THE MISSION OF PINELLAS COUNTY</u> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.	JOSEPH LAURO, CPPO/CPPB Director of Purchasing

PROPOSER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE ATTESTING TO YOUR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER PROPOSAL TERMS AND CONDITIONS.

PAYMENT TERMS: ____% ____DAYS, NET **45** (PER F.S. 218.73) *RFP DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

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

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

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

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

FEIN# _____

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

CONTACT NAME: _____

PRINT NAME: _____

EMAIL ADDRESS: _____

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

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: _____

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

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

SEE PAGE

SECTION E SCOPE OF WORK

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

- (a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Section 119.071(1)(b)1.a., all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. Late proposals will not be accepted.
- (b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- (c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- (d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- (e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

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

3. DESCRIPTION OF SUPPLIES/SERVICES:

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

4. ALTERNATES:

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. 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.

SECTION A – GENERAL CONDITIONS**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) 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.

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. 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.

7. 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.

8. ORAL PRESENTATION:

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

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 or services required hereunder. The Proposer further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of 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.

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.

SECTION A – GENERAL CONDITIONS**11. LATE PROPOSAL OR MODIFICATIONS:**

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

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. 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.

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, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

15. 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".

16. 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 §2-176(j). Records should be maintained for three years from the date of final payment.

17. 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.

18. 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.

SECTION A – GENERAL CONDITIONS

(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. The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

19. **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.

20. **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.

21. **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.

22. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

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

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

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

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

DEFINITIONS:

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

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

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

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

SECTION A – GENERAL CONDITIONS**23. PAYMENT/INVOICES:**

The proposer must specify on the Signature Page, remit to name, 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.

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 Bank of America for your payable transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

24. TAXES:

Payments to Pinellas County are subject to applicable Florida taxes

25. TERMINATION:

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

26. 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.

27. 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.

28. 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.

29. 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.

SECTION A – GENERAL CONDITIONS**30. 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.

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. 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, 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(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.

33. PUBLIC EMERGENCIES:

It is hereby made a part of this proposal 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.

34. 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.

SECTION A – GENERAL CONDITIONS**35. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

(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 deem appropriate.

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

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

SECTION A – GENERAL CONDITIONS**36. 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.
- 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.

SECTION B – SPECIAL CONDITIONS**Proposal Title: Consulting Services for Building and Development Review Services (BDRS)****Proposal Number: 101-0171-P (JL)****1. OBJECTIVE:**

Pinellas County is seeking professional consulting assistance to analyze and benchmark the financial and productivity performance of the Development Review Services cost center (DRS) and Building Permit cost center (BP) of the Building and Development Review Services (BDRS) department as contrasted and compared to other "in-kind" organizations and industry norms in areas of similar levels of urban development in descriptive statistical terms as well as an analysis & summary of performance improvement opportunities inferred and/or deduced from the information gathered.

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 revenue for services as outlined in the Scope of Work. If applicable, travel and per diem will be in accordance with Florida Statute 112.061.

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 two (2) months from the date of execution of the agreement unless otherwise indicated.

SECTION B – SPECIAL CONDITIONS**5. ITEMS TO BE RETURNED WITH PROPOSAL:**

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

6. TIME LINE:

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

Date	
2/28/11	Advertising & Publishing RFP
N/A	Pre-proposal Conference
3/9/11	Deadline for Questions/Clarifications
3/18/11	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

7. PROPOSAL SUBMITTAL COPIES:

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

SUBMISSION OF PROPOSALS:

Paper documents must be provided, but should be accompanied by an equivalent electronic PDF file. Provide one (1) original and five (5) copies on paper, plus two (2) compact discs (CD). The preferred method is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government**A. 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.

B. 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.

C. 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 B – SPECIAL CONDITIONS**D. My document is a compilation of multiple sources. Should I send multiple PDF files?**

Answer- You may, however merging pages/files is a very simple process within PDF.

E. How do I get my PDF files to Pinellas County Government?

Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the project you are working on. For PDF technical support, contact webadmin@pinellascounty.org.

Tips & Best-Practice Recommendations

File names should clearly identify the file. Avoid cryptic or extremely long file names.

File names should not include spaces or special characters (stick to letters, numbers and dashes.)

For example **MyCompany-bid-3000-oct-2010.pdf**

Check the PDF files to make sure they are functional before you send them.

If the file is large and has a table of contents, adding links to the table of contents makes your files much more user friendly.

To maximize the usefulness and audit-ability of your files, it is recommended to add some identifier (AKA metadata) information to the PDF files. To do this is simple. After you have converted your file to PDF, use Acrobat, select File-Properties, and add the name of the author, subject, and any additional info you like to make the source of the document clearly traceable.

SECTION C – INSURANCE 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 **\$1,000,000**, each occurrence; and property damage of not less than \$100,000, each occurrence. Coverage shall be on an "occurrence" basis, and the policy shall include: Professional Liability, Broad Form Property Damage coverage, and Fire Legal Liability, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of **\$500,000** each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) **Pinellas County shall be endorsed** to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

SECTION C – INSURANCE REQUIREMENTS**II. MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00**

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

SECTION D – VENDOR REFERENCES**Proposal Title: Consulting Services for Building and Development Review Services (BDRS)****Proposal Number: 101-0171-P (JL)**

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:

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: Consulting Services for Building and Development Review Services (BDRS)****Proposal Number: 101-01710P (JL)****A. OBJECTIVE:**

Pinellas County is seeking professional consulting assistance to analyze and benchmark the financial and productivity performance of the Development Review Services cost center (DRS) and Building Permit cost center (BP) of the Building and Development Review Services (BDRS) department as contrasted and compared to other "in-kind" organizations and industry norms in areas of similar levels of urban development in descriptive statistical terms as well as an analysis & summary of performance improvement opportunities inferred and/or deduced from the information gathered.

Background: Pinellas County is an urban coastal county located on a small peninsula between Tampa Bay and the Gulf of Mexico, where land development emphasis has necessarily shifted from "Greenfield" development to urban infill and redevelopment. Pinellas County is a diverse mix of 24 cities, small towns and suburban communities with little vacant land remaining for urban development. Census 2000 indicated that Pinellas County densities per square mile were 3,292 population and 1,792 housing units respectively. Consequently, the population gains and high levels of construction activity from past expansion of its suburbs is now replaced with more modest levels of growth in population and a lower volume of construction activity.

Recently BP directed focus to an administration expectation of full cost recovery, where permit fee revenues recoup an amount at least equal to BP budget expenditures. Historically, there was no such focus as BP was generally understood to provide a surplus of revenue to the general fund of the County. However, severe and extended downturns in the economy & construction reduced permit revenue to the point that there was a deficit, with BP drawing from instead of adding to the general fund. Additionally, should there be any permit revenue surplus; those funds are now statutorily prohibited from being transferred to the general fund.

Unincorporated Pinellas County has been issuing building permits since the early 1950's. In 1963 the County adopted its initial Zoning Code to provide for the orderly development of land. In 1974 the Land Use Plan (Map) was adopted and it was around this time that the Board of County Commissioners (BOCC) delegated the authority to approve site plans to the County Administrator without the requirement to hold a Public Hearing in order to attain approval. The County site plan review process, then and now, consists of staff review by core departments (expanded over time) to assure compliance with adopted ordinances, codes and regulations and to recommend approval to the County Administrator who by his signature on the site plan renders Final Administrative Site Plan Approval. As noted the County does not require a Public Hearing for the development approval nor does it have review committee hearings.

In the mid 1970's Environmental Management department was created along with the initial Tree Protection and Landscaping Code. Public Works department had established codes to primarily exercise flood control authority over new development activities and to insure that adjacent properties were not negatively impacted by new construction. Site plans were required to provide stormwater retention/detention areas on site along with associated control structures. Water and Sewer departments were expanding their facilities and required developments to meet standards for connection to their systems.

The vision of the BOCC and the County Administrator was to have a timely, organized (one stop) review and permitting process to benefit our citizens. The initial step was to create the "Central Permit Counter" at 440 Court Street where permit applications could be submitted for review and where permits could be picked up. The zoning division of the Planning department was housed on the same floor with the central permit counter and was charged with the responsibility to receive, distribute and coordinate the review of all submitted site plan applications. It was the central drop off- pick up location. Core review departments at this time were: Planning, Engineering, Water, Sewer and Environmental Management who sent review comments to the Zoning Division of planning for communication with the project representative.

SECTION E – SCOPE OF WORK

In 1985 the State of Florida mandated that all Counties and cities must adopt a Comprehensive Land Use Plan (CLUP) with associated Land Development Codes to be consistent with the State's Comprehensive Plan. Pinellas County was well ahead of many jurisdictions having put many of the requirements in place but engaged in a major revision to our plan and codes. The CLUP was adopted in 1989 with acceptance by the State. The Land Development Code consisting of existing ordinances, rules and regulations were updated and new codes written in the early 1990's and were ultimately codified.

Further toward the vision of "one-stop permitting" the County sought and received a delegation from the Southwest Florida Water Management District in 1990 to provide permit authority to issue the State's MSSW (Management and Storage of Surface Water) permit in all of Pinellas County including within all the City jurisdictions. This permit process required the integration of engineering and environmental staff into a cohesive work group. The County Administrator seeing the benefits from this process moved forward to create the Development Review (DRS) Services department in April 1995. The new department was formed from staff then working in separate departments and mainly included components from the Engineering, Environmental Management and Planning (zoning division) departments. The Zoning Administrator was elevated to Director of the new department. Although the vision would have included staff from other departments, the size of the department was constrained by the physical limitations of the building (move to 310 Court Street) where DRS occupied the first floor and the Building department the second floor. The permit processes of the two departments have always been interrelated and close proximity was necessary.

Several factors emerged in 1996 which lead to the County relinquishing the delegation from the Southwest Florida Water Management District and a step back from the one-stop permitting vision (cost of the program was one factor). Department staffing was reduced accordingly. In 2004 the section of the Environmental Management department charged with residential habitat management permitting was added to DRS. In January of 2007, at the direction of the County Administrator, the Building and Development Review Services departments were merged.

Since that time an unprecedented economic downturn has occurred. The staffing of the department has been significantly reduced to "right size" staff commensurate with the change in workload.

Historical Cost Recovery- It should be noted that, until recent years, the issue of maximizing cost recovery had not been a topic of discussion given that the General Fund has always supported the shortfall in the building division and that this Fund has provided the majority of the funding of the DRS staff. In the last few years the department's fee structures have been raised such that the building fees (as compared to other jurisdictions within the County) are now higher than some but not the highest. The DRS fees have also been raised to the point that these fees are generally the highest among the jurisdictions. The assessments of these two divisions are as follows:

Building Permits: The current State law, mandates that building permit fees cannot be used for purposes other than the actual costs to review/approve/inspect building permits. This includes that any excess be reserved and designated for building permit purposes. With the drop-off in construction activity the building division has needed to be partially supplemented by the general fund. Fee increases over the last few years have allowed the building division to emerge toward full direct cost recovery in the first quarter of 2011. Our records show the following direct cost recovery percentages since 2006:

2006- 94%
2007- 79%
2008- 79%
2009- 77%
2010- 98%

SECTION E – SCOPE OF WORK

Development Review Division: As previously noted, the composition of DRS staff was a compilation of several other departments all of whom were supported to a large extent by the General Fund with fees representing a much smaller proportion of cost recovery as compared to the building division. Our records show the following direct cost recovery percentages since 2006:

2006- 39%
 2007- 29%
 2008- 25%
 2009- 24%
 2010- 29%

It is intended that the Building and Development Review Services Department specific to these two divisions attain maximum cost recovery.

BP & DRS combine and integrate to review and approve a variety of permits for development activities including building permits, tree permits & site work permits.

B. SCOPE OF WORK:

Pinellas County Board of County Commissioners, Building & Development Review Services (BDRS)

Two (2) Cost Centers [of three (3)]
 4001 (Building Permits, BP) and
 3951 (Development Review Services, DRS)

Benchmark separately, each of these two (2) BDRS cost centers to peer (similar) organizations-jurisdictions-administrations.

Peer criteria to include:

- *Functions, services & duties of the cost centers. Enumerate as line items, aka a "service footprint".
- *Population density.
- *Housing & development density.
- *The dynamics and consequences of annexation. BDRS competes with municipalities that can and do annex property into their corporate limits, permanently re-apportioning property tax revenue from Pinellas County to the municipality. Fees related to development factor into decisions to annex

Benchmark the:

- *Current and past (2007-2010) cost recovery ratios. (revenue/outlays)
- *Cost recovery ratio policies, culture, beliefs & expectations of the authorities in charge of the peer organizations.
- *Revenue including fee schedules evaluated and compared for price, items, diversity of services offered as well as exemptions and waivers of fees.
- *Work output to expenditure ratios.
- *Ratio of cost of development to BDRS to the benefit of development to tax revenue over the life span of the developed property.

Draw inference and conclusions as to comparable:

- *Factors & organizational characteristics that positively and negatively effect cost recovery ratios.
- *Reasonable expectations for cost recovery ratios.
- *Norms of fiscal & production performance.

*Provide Optional pricing – Research methods to maximize revenues. Provide specific user fee recommendations and appropriate cost structure for fee recommendations (price this as an option in your RFP submittal)

SECTION E – SCOPE OF WORK

C. DELIVERABLES:

Conference with BDRS within ONE (1) week of bid award.

Preliminary report at THREE (3) weeks from bid award - Provide a memo of understanding describing the issues to be included, approaches, and the types/forms of finished results that will be produced. Explain methods and reasoning to be used and examples of peer criteria related to scoping as well as samples of reference data.

Final at SIX (6) weeks from bid award - Using easily understood, plain, non-technical language, provide a written summation with indexed references. Provide a ranking of BDRS among peers and the industry. Defend peer criteria and objectivity qualification of data & references. Describe the controls used, means and manner of analysis used. Include simple graphic representations as needed. Design summation for a 15 - 20 minute maximum reading delivery duration.

Provide a proposed time-line for delivering the above three (3) items.

Provide an analysis of BDRS as compared to other peer jurisdictions-organizations.

- City of St. Petersburg, FL
- City of Pinellas Park, FL
- City of Largo, FL
- City of Clearwater, FL
- City of Tarpon Springs, FL
- Plus up to five (5) other peer jurisdictions-organizations, for a grand total of up to ten (10) jurisdictions-organizations.

Identify the actual functions of the peer jurisdictions-organizations as compared to Pinellas County BDRS. (I.e. Planning, Zoning, Drainage, Environmental, Building Permit, review & inspection functions) (I.e. "service footprint")

Provide a comparison of recovery percentage for the peer organizations and then compare to Pinellas County BDRS.

Inquiry into agencies deploying inspectors from home and staging vehicles for use in daily tasks

Provide a peer agency comparison of fee items, types of fee items (I.e. Storm water utility fee) and rates and then compare the fee items to those of Pinellas County BDRS.

Conclusions to be reached:

Cost recovery ratios by cost center

Feasibility & limits.

Ranking comparison to other peer jurisdictions-organizations.

Recommendations to improve.

Work output by cost center.

Ranking comparison.

Recommendations to improve.

Comparison of BDRS

Fees for services

Services offered/provided (service footprint)

Philosophy of authorities in charge as to cost recovery & cost benefit of development.

*Please comment on reasonable time boundaries as each deliverable builds off of the precursor steps.

SECTION E – SCOPE OF WORK**D. QUALIFICATIONS OF FIRM**

The firm selected for this engagement must possess a thorough knowledge of Building and Development Review Services pertaining to governmental operations preferably in the State of Florida. The firm selected must have applicable experience and knowledge evaluating and analyzing the organizational structure, policies and procedures of local government Building and Development Review Service programs and be experienced and capable of providing detailed recommendations and reports based upon analysis findings as per the Scope of Work defined above.

E. ORGANIZATIONAL CHART / PROJECT MANAGER AND TEAM QUALIFICATIONS:

Provide an organizational chart that shows the project manager (the primary contact for your firm), key members and sub consultants and identify each role in the organization. For each team member, please provide the following information to establish ability and expertise:

- Education
- Licenses, registrations, certifications, professional affiliations
- Years of relevant experience
- Responsibilities for this contract
- Example tasks of representative projects

F. RELEVANT PROJECT EXPERIENCE:

For each of the items below, please use examples from the past five (5) years. Where possible, please indicate the client name, who from the project team worked on the project and the role or service they provided. If possible, use examples of services provided to governmental agencies similar to Pinellas County Government.

- Provide three (3) case studies of no more than two (2) pages each, describing your firms experience in providing consulting services as designated in the scope of work above. Please be sure to outline the problem or situation, whether the stated objectives were met and why or why not. Also include the client name, project budget start and completion dates, whether the project was completed on schedule and was within budget
- In no more than one (1) page, outline your firm's consulting experience and provide applicable information that will enable an evaluator to effectively judge your firms capability and experience pertaining to this specific engagement
- Describe your firm's specific experience with matters pertaining to the type of engagement as described above.

G. CORPORATE EXPERIENCE AND CAPACITY:

Reviews the capacity of your firm to perform relative to this contract (see section I page 27)

H. FEE PROPOSAL:

Please provide all costs (direct/indirect/travel/etc) in your all inclusive hourly rate structure. Provide an estimate of the total amount of hours required to complete this project and an overall estimate of a total dollar price in a "not to exceed" format. (Provide optional pricing separate from scope of work and deliverables pertaining to fee recommendations)

SECTION E – SCOPE OF WORK

I. EVALUATION CRITERIA:

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

- | | |
|---|------------|
| 1) Corporate Experience & Capacity
Reviews the size and capacity of your organization to perform relative to this contract. | 150 Points |
| 2) Project Manager & Professional Personnel Qualifications
The project management experience and specialized expertise of the person designated as the project manager for this contract who would perform assigned tasks, manage the project, administer the contract and be the primary contact to Pinellas County as well as the professional expertise and abilities of the personnel listed who would be designated to perform tasks for Pinellas County. | 200 Points |
| 3) Relevant Experience
Timely and high quality performance on past or current projects. | 150 Points |
| 4) Scope of Work / Approach to the Scope of Work
Consultant approach to Scope of Work and methodology of engagement. | 300 Points |
| 5) Fee Proposal
Hourly rate and dollar estimate of total project in a "not to exceed format". | 200 Points |

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS

Proposal Title: Consulting Services for Building and Development Review Services (BDRS)

Proposal No.: 101-0171-P (JL)

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

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

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

Proposals shall be submitted in one (1) original and five (5) copies.

SECTION F – INSTRUCTIONS FOR SUBMITTING PROPOSALS**Electronic Payment (ePayables)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 22.

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

Yes ☐No ☐

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

Signature

Printed Signature

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATIONSubstitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G – ADDENDA ACKNOWLEDGMENT FORM**Proposal Title: Consulting Services for Building and Development Review Services (BDRS)****Proposal No: 101-0171-P (JL)****PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:****ADDENDA NO.****SIGNATURE/PRINTED NAME****DATE RECEIVED**

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

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

SECTION H – STATEMENT OF NO BID

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. **101-0171-P (JL) for Consulting Services – Building and Development Review.**

- _____ 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: _____

SECTION I – CORPORATE EXPERIENCE AND CAPACITY**CORPORATE EXPERIENCE AND CAPACITY**

Legal / Official Company Name: _____

Corporation in What State: _____ Federal Identification Number: _____

Name of Not More Than Two Principals to Contact (Name, Title, Telephone):

_____Years in Business Locally by Location: _____

Corporate Office Location: _____

Total Personnel Resources in Each Local Office (Number / Location): _____

List Number of Personnel by Discipline: (List each person only once by primary function)

_____ Management

_____ Account Service

_____ Administrative / Support Staff

_____ Financial Staff

_____ Research Associates

_____ Other: _____

_____ Other: _____

_____ Other: _____

_____ Other: _____

List Sub-consultants / Specialists:

_____List Current and Previous Projects the Firm has Worked on for Government Agencies (include start and finish):

Completed by: _____ Date: _____

Print Name and Title: _____

SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2011 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. Termination. Pinellas County reserves the right to terminate this Agreement without cause, by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate 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 Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

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

In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source any items 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.

7. Taxes. Payments to Pinellas County are subject to applicable Florida taxes.

8. 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.

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

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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 Bond(s), required in Section B of the Request for Proposal;
- c. 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

DOCUMENT1

4/15/99