



PAT FRANK
CLERK OF COURT & COMPTROLLER
HILLSBOROUGH COUNTY, FLORIDA
REQUEST FOR PROPOSAL
FOR
CLASSIFICATION AND COMPENSATION STUDY

REQUEST FOR PROPOSAL NUMBER 02/18

April 12, 2018

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PART I
NOTICE - REQUEST FOR PROPOSAL NUMBER 02/18
PAT FRANK, CLERK OF COURT & COMPTROLLER
HILLSBOROUGH COUNTY, FLORIDA, IS ACCEPTING
SEALED PROPOSALS
FOR THE
CLASSIFICATION AND COMPENSATION STUDY

All Proposals must be delivered to the Clerk of Court & Comptroller, Purchasing Department, 407 N. East Street, Tampa, Florida, 33602, or mailed to the Clerk of Court & Comptroller, P.O. Box 1110, Tampa, Florida 33601, Attention: Purchasing Department, and received no later than 2:00 P.M. (Local Time), Thursday, May 10, 2018

The Proposal opening will be at 407 N. East Street, Purchasing Conference Room, Tampa, Florida, 33602.

Pursuant to the Laws of Florida, a Proposal under this advertisement will also allow agencies such as chartered municipalities, local public agencies, boards or other governmental authorities existing within the State of Florida to purchase goods or services during the effective period of the contract under the same terms and conditions as the awarded contract, including price.

ALL PROPOSALS MUST BE SEALED AND MARKED ON THE ENVELOPE: "SEALED PROPOSAL FOR THE CLASSIFICATION AND COMPENSATION STUDY, REQUEST FOR PROPOSAL NUMBER 02/18."

REQUEST FOR PROPOSAL NUMBER 02/18

PART II

INTRODUCTION

A. OBJECTIVE

The Clerk of Court & Comptroller of Hillsborough County, Florida, will select the Firm determined to have submitted the most Responsive and Responsible Proposal, based upon selection criteria, to enter contract negotiations. This does not mean that all aspects of the selected Proposal are acceptable to the Clerk, and the Clerk reserves the right to modify or reject terms and conditions proposed by the successful Firm as deemed necessary to ensure the satisfactory purchase of the Classification and Compensation Study. It is the Clerk's intent to contract for the Classification and Compensation Study from a single Proposer; however, the Clerk reserves the right to enter into additional Agreements for like services with other Firms. Selection of a Proposal constitutes a commitment by the Clerk to enter into negotiations with the Proposer for the purpose of executing an Agreement satisfactory to both parties.

Nothing in this section replaces or supersedes anything in the Request for Proposal documents, and Proposers are cautioned not to rely on this section as a substitute for reading and complying with the Request for Proposal documents.

B. DEFINITIONS

The Clerk adopts the definitions contained in s. 60A-1.001, Florida Administrative Code, which shall apply to this Contract. The following additional terms are also defined:

1. **Addendum/Addenda**

Additional instructions or terms and conditions issued in writing by the Clerk prior to selecting a final Proposal.

2. **Agreement**

The enforceable Agreement that results from a successful solicitation or procurement. The parties to the Contract will be the Clerk and Contractor.

3. **Attachments**

Documents included in the Request for Proposal to be completed by the Proposer and returned as the Classification and Compensation Study Proposal.

4. **Clerk of Court & Comptroller of Hillsborough County, Florida**

Pat Frank, Clerk of Court & Comptroller for Hillsborough County, Florida, a constitutional officer of Florida, sometimes referred to as the Clerk.

5. **Confidential Information**

Confidential Information of the Clerk includes any information deemed confidential under Florida Statutes. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) Disclosure regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (iv) is independently developed by Recipient without restriction pursuant to judicial action or government regulation.

6. **Fiscal Year**

October 1 through September 30.

7. **Letter of Intent**

Letter to inform the Clerk of a Firm's intent to submit a Proposal (see PART V).

8. **Proposer's Conference (Conference)**

The public meeting at which representatives of the Firms may obtain clarification or additional information regarding this Request for Proposal.

C. SCHEDULE

1. Letter of Intent

Should be completed and returned by Friday, April 20, 2018.

2. Proposer's Conference

Will be held at 9:00 a.m., Thursday, April 19, 2018.

3. Proposal Deadline

All Proposals must be received by 2:00 P.M., Thursday, May 10, 2018.

4. Proposal Opening

Will be held at 2:15 P.M., Thursday, May 10, 2018.

5. Proposal Selection

Within ninety (90) days of Proposal opening.

D. INSTRUCTIONS TO PROPOSERS

1. Letter of Intent

The Letter of Intent should be completed and received no later than Friday, April 20, 2018, by each Firm in receipt of this Request for Proposal intending to submit a Proposal. Letters of Intent may be e-mailed to the Clerk of Court & Comptroller Purchasing Department, purchase@hillsclerk.com and fordsa@hillsclerk.com. The Clerk will use information in the Letter of Intent to issue Request for Proposal Addenda and other announcements as may be required.

2. Proposal Document Compliance

The Proposer is solely responsible for reading and completely understanding the Request for Proposal documents.

3. Proposal Questions

General

Each Firm submitting a Proposal shall examine the Request for Proposal and Attachments and shall judge all matters relating to the adequacy and accuracy of such documents.

At the Proposer's Conference, the Clerk or her representative will respond to all proposal questions. The Clerk will only be responsible for interpretations provided by Clerk employees at the Proposer's Conference. **Questions will not be answered after the Proposer's Conference ends.** Minutes or an audio recording, as applicable, of the Conference will be forwarded to all Firms submitting a Letter of Intent.

4. **Proposer's Conference**

Conference Time: 9:00 a.m., Thursday, April 19, 2018

Conference Location: Clerk's Training Conference Room A, County Center, 601 East Kennedy Blvd., 13th Floor, Tampa, Florida, 33602. Any and all questions must be submitted in conjunction with this conference.

5. **Marking Bid Proposal Envelope**

All Proposals must be sealed in an envelope marked: **"SEALED PROPOSAL FOR CLASSIFICATION AND COMPENSATION STUDY, REQUEST FOR PROPOSAL NUMBER 02/18."**

6. **Complete Proposal**

Proposers must complete and return PART IV, Proposal, with required Attachments. The Proposer must complete and return **three (3) signed original Proposals and one electronic on a flash drive.**

7. **Deviations**

Deviations from the Request for Proposal documents need to be listed in the Proposal, PART IV, Attachment 5, entitled "Deviations". Deviations may be grounds for rejection of the Proposal (see PART IV, Item E).

8. **Addenda**

Changes to the Request for Proposal may be made by and at the sole discretion of the Clerk. Changes will be emailed to the Firms that have returned a Letter of Intent (see PART V).

9. **Proposal Deadline**

Deadline for receiving Proposal: 2:00 P.M. (Local Time), Thursday, May 10, 2018.

10. **Proposal Opening Date**

Opening Time: 2:15 P.M. (Local Time), Thursday, May 10, 2018.

Opening Location: Purchasing Conference Room, 407 N East Street, Tampa, Florida, 33602.

11. **Proposal Delivery**

The delivery of said Proposal prior to the appropriate time is solely and strictly the responsibility of the Proposer. The Proposal receipt time will be scrupulously observed. Under no circumstances will Proposals delivered after the receipt time specified be considered. Late Proposals will be returned to the Firm unopened with a notation "This Proposal was received after delivery time designated for the receipt of Proposals." The Clerk will in no way be responsible for delays caused by the United

States Postal Service or for delays caused by any other occurrence, including specifically but not limited to, severe weather conditions.

12. Proposal Cost

The Clerk is not liable for any costs incurred by the Proposer in responding to this Request for Proposal.

13. Proposal Withdrawal

Proposals, once delivered, may be subsequently withdrawn only if written notice of withdrawal is received by the Purchasing Department, 407 N East Street, Tampa, Florida 33602, prior to the time fixed for the opening of Proposals. Negligence on the part of the Firm in preparing its Proposal confers no right of withdrawal or modification of its Proposal after such Proposal has been opened by the Clerk. Proposers may not withdraw or modify their Proposals after the Proposal opening except as provided by Law.

14. Proposal Opening

At the time and place fixed for the opening of Proposals, every Proposal delivered within the time fixed for receiving Proposals will be opened. The name of each Firm and the existence of a separate sealed envelope which is to include the Proposal price(s) shall be publicly read aloud. The sealed pricing will be retained by Purchasing until the Evaluation/Selection Committee has ranked the proposals based upon qualifications. At that time, the pricing proposals will be opened and scored. Proposers, their representatives and other interested persons may be present.

15. Proposal Signature

Proposals must be signed by an authorized corporate officer, principal, or partner (as applicable).

16. Clarification

The Clerk may seek clarifying information regarding any Proposal. Such clarifying information shall be provided by the Proposer in writing.

17. Rejection of Proposals

The Clerk, at her sole discretion, reserves the right to reject any and all Proposals and to waive any informality concerning the Proposals whenever such rejection or waiver is in the best interest of the Clerk. The Clerk reserves the right to reject the Proposal of any Firm who has previously failed to perform properly, who has failed to complete contracts on time, or who is judged not in a position to satisfy this Request for Proposal.

18. Proposal Errors or Conflicts

In the event of error in the extension of Proposal prices, the unit prices shall govern. Proposals having erasures or corrections must be initialed and dated in ink by the Proposer. In the case of conflicts in the Proposal, the better price, condition or response as determined by the Clerk shall be given precedence in evaluating the Proposal.

19. Proposal Prices

Proposal prices will remain firm for one hundred and eighty (180) days after Proposal opening. The Proposer may not withdraw its Proposal after Proposal opening except as provided by law.

20. Contract Negotiations

An Agreement(s) will be negotiated with the Firm submitting the most Responsive and Responsible Proposal in accordance with selection criteria, provided said Proposal is in the best interest of the Clerk. Negotiations will be in accordance with the procedure described in Part II, Section G.

21. Proposal Selection

The successful Proposer will be notified by the Clerk in writing. Selection is not final until written notice is received by the successful Proposer.

22. Clerk's Contract Representative

The Clerk's Contract Administrator, Kimberly Richards is responsible for contract execution; (813) 307-7112. The Clerk's Human Resources Director, Manuel Mangual, will be responsible for project management and deliverables; (813) 276-2029 ext. 4180.

23. Americans with Disabilities Act (ADA)

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this Request for Proposal should contact Josephine Reese-Johnson, ADA Coordinator, not later than seven (7) days prior to the proceeding, at (813) 276-2029, extension 4347 or via Florida Relay Service (TDD) for the hearing impaired at 1-800-955-8770.

E. STANDARD TERMS AND CONDITIONS OF THE CONTRACT

1. This purchase is subject to and incorporates the Clerk of Court & Comptroller, Hillsborough County, Florida, CONTRACT TERMS AND CONDITIONS (“CLERK-TERMS”) dated March 28, 2017, as found at the following link: <http://www.hillsclerk.com/-/media/Hillsclerk/Forms/Purchasing/Purchasing-Terms-and-Conditions.pdf?la=en>. Should any conflict arise between the CONTRACTOR’s TERMS and CLERK-TERMS, only CLERK-TERMS shall be enforced as part of the agreement to the exclusion of CONTRACTOR TERMS.

2. Statutory, Rule and Ordinance Requirements

These Proposal documents do not attempt to list the federal, state, or county laws, ordinances, rules, or regulations that may affect the Firm's Proposal or the performance of the Agreement. Lack of knowledge by the Proposer will not relieve the Proposer from compliance with the law or performance as required under the Agreement. The successful Proposer must furnish all necessary licenses and permits required.

3. Incorporation of Proposal Documents

The Agreement, PART VI, of the Request for Proposal, will incorporate PARTS I - V of the Proposal documents.

4. No Assignment of Contract

No Proposer may assign its Proposal or Agreement, in whole or in part, without the prior written authorization and at the sole discretion of the Clerk.

5. Contract Amendments

The parties agree that the terms, scope, and conditions of the Agreement may only be amended in writing signed by authorized representatives of both parties.

6. Governing Domicile

The Proposal documents, the Contract and the successful Firm's performance will be governed by the laws of the state of Florida. The venue of any legal action involving this Request for Proposal or the resulting Agreement shall be in Hillsborough County, Florida.

7. Occupational Safety and Health Act (OSHA)

In instances where such is applicable, all material and equipment shall conform to the Occupational Safety and Health Act (OSHA) requirements.

8. Maintenance of Records

The Proposer will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the Proposer for a minimum of five (5) years from the date of termination of this Agreement or from the date of final payment under this Agreement, whichever is longer (the "Record Retention Period".) The Clerk and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Clerk deems necessary during the Agreement period and during the Record Retention Period. The Record Retention Period will be extended until audit findings are issued if an audit is initiated during the Record Retention Period. Such activity shall be conducted only during normal business hours. During the Record Retention Period, the Clerk, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Proposer as concerns the aforesaid records and documentation.

9. Non-Discrimination

The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, handicap, sexual orientation or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Proposer assures the Clerk that said Firm is in compliance with the above and with all applicable laws concerning discrimination. The Proposer understands that this Agreement is conditioned upon the veracity of Attachment 7, entitled "Equal Employment Opportunity Statement."

10. Termination

Annual Appropriations - The Clerk's performance and obligation to pay under this contract are contingent upon the availability of funds appropriated by the Legislature and/or Hillsborough County. In the event funds are not appropriated, the Clerk shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the current Fiscal Year without penalty or expense to the Clerk.

F. STANDARD TERMS AND CONDITIONS OF THE PROPOSAL

1. The Clerk reserves the right to request an interview with any Proposer to determine service capabilities in greater detail and to clarify any unclear areas in the Proposal. This may include a site visit to the Proposer's facilities. The Clerk will not be liable for any costs incurred by the Proposer in connection with such an interview (i.e., travel, accommodations, etc.).
2. In the event the Clerk and the successful Proposer cannot execute a Contract within thirty (30) days of such selection, the Clerk reserves the right to select another Proposer, or to call for new Proposals.
3. By submitting a Proposal, the Proposer certifies that he/she has fully read and understands this Request for Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
4. The Proposer shall furnish such additional information as the Clerk may reasonably request. The Clerk reserves the right to conduct investigations into the qualifications of the Proposer as she deems appropriate.
5. The Clerk is governed by the Public Records Law, Chapter 119, Florida Statutes (2018). Only trade secrets as defined in Section 812.081, Florida Statutes, shall be exempt from disclosure. In the event that a Proposer submits trade secret information, the information must be clearly labeled **Trade Secret**. The Clerk will maintain the confidentiality of such trade secrets to the extent provided by law. All material submitted becomes the property of the Clerk and may be returned only at the Clerk's option. The Clerk reserves the right to use any or all ideas presented in any response to this Request for Proposal. Selection or rejection of any Proposal does not affect this right.
6. It is understood that any Proposer awarded a Contract under this Request for Proposal shall maintain the appropriate insurance(s) as indicated in Attachment 9, entitled "Indemnification and Insurance Requirements," for the total time period of this Contract including any extensions.

G. CONTRACT NEGOTIATIONS

1. After selection by the Clerk of the highest ranked Firm, the parties will enter into contract negotiations. If the parties are unable to negotiate an Agreement within thirty (30) days, the Firm will be notified in writing that negotiations are terminated and the Clerk shall have no further obligations under Request for Proposal 02/18 to the Firm. The Clerk will then commence negotiations with the next highest ranked Firm. At the option of the Clerk, this process will continue until an Agreement is executed.

PART III - DETAILED SPECIFICATIONS & SCOPE OF SERVICES

A. INTRODUCTION:

The Hillsborough County Clerk of Court and Comptroller (Clerk) is seeking a Consultant to perform an overall review of the Clerk's classification and compensation structure/system, and provide a phased implementation plan that is cost affordable. The new classification and compensation system should enable the Clerk to recruit, retain, and motivate a qualified workforce with fair, equitable, and competitive total compensation. In addition to the core requirements of updates to the classification structure, compensation and benefits, the Consultant's final deliverable must ensure internal equity and specifically address any found or formulated pay compression issues, whether for a class or an individual or both; include updated job descriptions for all positions, the related career path, and the level of job knowledge, skills, training and attributes required to advance upward through the identified career path; include whether the position is exempt from overtime; and include whether the position should be included in executive management.

The Firm must have expertise in the development of classification and compensation systems to include pay studies for similar sized governmental agencies. The Firm must be able to provide job evaluations, revision of job descriptions, job surveys of market pricing and salary structure design and implementation.

B. BACKGROUND INFORMATION:

GEOGRAPHY AND DEMOGRAPHICS

Hillsborough County is located midway along the west coast of Florida, the county's boundaries embrace 1,048 square miles of land and 24 miles of inland water for a total of 1,072 square miles. With the largest bay in Florida opening to the Gulf of Mexico, its coast spans 76 miles.

The unincorporated area encompasses 87% of the total county land area. The municipalities of Tampa (the county seat), Temple Terrace and Plant City account for the remainder. According to the latest estimates from the University of Florida's Bureau of Economic and Business Research, the county's estimated population as of April 1, 2017 was 1,379,302, making it the fourth most populous county in the state. Of this population, 941,536 or 68% live in the unincorporated area. Hillsborough County's population increased 12.2% between 2010 and 2017.

DUTIES AND RESPONSIBILITIES

The Clerk is a ministerial officer whose authority and responsibilities are derived from both the Constitution of the state of Florida (State) and statutory provisions. Accordingly, the Clerk only provides services or programs that have been specifically assigned by law, rules of the Florida Supreme Court, order of the Chief Judge, or the Hillsborough County Board of County Commissioners (Board). As such, the Clerk is not able to eliminate a service or activity without direction from the Florida Legislature, the Florida Supreme Court, Chief Judge, or the Board.

As an independently elected County Constitutional Officer, the Clerk serves as Clerk to the Courts and Comptroller to Hillsborough County. The Clerk's primary responsibilities are outlined in Articles V and VIII of the State Constitution. These duties are very complex and diverse. These constitutional and statutory responsibilities can be grouped into the following major functions:

- **Clerk of the Circuit and County Court**
- **Chief Financial Officer including Ex Officio Clerk to the Board**
- **County Auditor**
- **County Recorder**
- **Support Services**

While each major function is unique, each function shares a common responsibility for the custodianship of public records (e.g. court case records, Board records, financial records, and official records).

The Courts function is comprised of several departments, whose primary function is to manage the flow of information through the court system. The receipt, filing, and dissemination of cases to many agencies and parties to cases, the processing and reporting of case dispositions, and the collection of fines and court fees are all handled by Clerk court departments. Additionally, the Clerk provides a wide range of services, which include processing traffic citation payments, collecting child support payments and remitting to the State Disbursement Unit for disbursements, and filing domestic violence injunctions. The Clerk is a vital part of the local court system, responsible for coordinating jurors, swearing in court witnesses, and recording and protecting evidence during a trial.

The Clerk is the Chief Financial Officer of Hillsborough County. Although this role primarily covers acting as ex officio Clerk to the Board of County Commissioners, it also includes preparing the entire County's Comprehensive Annual Financial Report, financial reporting to the state of Florida Department of Financial Services and Auditor General per § 218.32 F.S. and § 218.39 F.S., and coordinating the annual County audit by the County's independent Certified Public Accountants in accordance with § 11.45 F.S. As ex officio Clerk to the Board, the Clerk has the statutory duty to keep the records and minutes of the Board of County Commissioners per § 28.12 F.S. In this capacity, the Clerk is custodian of the Board seal, which is affixed to any paper or instrument when it is proper and necessary. The Clerk, under Article V of the State Constitution, functions as county auditor and custodian of all Board funds. Thus, the Clerk has all the duties that comprise the treasury function including: receiving and depositing all funds of the Board per §136.03 F.S., investing excess Board funds per § 28.33 F.S., and keeping an accurate and complete set of books per F.S. §136.05 F.S.

As County Recorder, the Clerk records, indexes, and archives all documents that create the Official Records of Hillsborough County. Over 35 million documents have been recorded in the Official Records since 1965, with additional recorded documents extending to 1846.

The Clerk has a total of 686 full-time equivalent employees covered by the classification plan with over 99% being fulltime positions. In addition to the Clerk, the Executive Management group includes 21 staff members. An organizational chart of the Clerk's Office is included later in this document.

The last Pay and Classification Study for the Clerk's Office was performed by the Civil Service Board in 2006. A comprehensive classification study was performed by MGT of America, Inc. in 2005.

The following is a listing of current job classifications:

Job Title	# of Occupants	Classified/Unclassified	Exempt from OT	Supervisory	Executive Management	
Accountant I	7	C	N	Y/N	N	
Accountant II	8	C	Y	Y	N	
Accountant III	8	C	Y	Y	N	
Accounting Clerk II	17	C	N	N	N	
Accounting Clerk III	23	C	N	N	N	
Accounting Manager	5	U	Y	Y	N	
Accounting Technician	7	C	N	N	N	
Administrative Director	1	U	Y	Y	Y	
Administrative Specialist I	2	C	N	N	N	
Administrative Manager	3	U	Y	Y	N	
Administrative Specialist II	2	C	N	N	N	
Administrative Specialist III	1	C	N	N	N	
Associate Courts Director	1	U	Y	Y	Y	
Attorney Compliance	1	U	Y	N	Y	
Board Recording Secretary	3	C	N	N	N	
Budget Manager	1	U	Y	N	Y	
Chief Deputy	4	U	Y	Y	Y	
Clerk of the Circuit Court	1	U	Y	Y	Y	
Contract Administrator	1	U	Y	N	Y	
Court Business Analyst I	1	U	Y	N	N	
Court Business Analyst II	1	U	Y	N	N	
Court Business Analyst III	2	U	Y	Y	N	
Court Clerk I	121	C	N	N	N	
Court Clerk II	158	C	N	N	N	
Court Clerk III	33	C	N	N	N	
Court Team Supervisor	6	C	N	Y	N	
Data Center Manager	1	U	Y	Y	N	
Data Center Support Specialist	2	U	N	N	N	
Deputy Comptroller	1	U	Y	Y	Y	
Director	16	U	Y	Y	Y	
EBS Functional Support Analyst I	1	C	Y	N	N	

EBS Functional Support Analyst III	1	C	Y	N	N	
Enterprise Project Management Office Director	1	U	Y	Y	Y	
EPMO Project Manager/Business Analyst	2	U	Y	N	N	
Functional Support Analyst I	1	C	Y	Y	N	
Functional Support Analyst II	6	U	Y	N	N	
Functional Support Analyst III	3	U	Y	N	N	
Help Desk Manager	1	U	Y	Y	N	
Information Security Manager	1	U	Y	Y	N	
Internal Auditor II	4	C	Y	N	N	
Legal Counsel Manager	1	U	Y	Y	Y	
34	34	C	Y	Y	N	
Network Operations Supervisor	1	C	Y	Y	N	
Office Assistant	6	C	N	N	N	
Office Assistant II	18	C	N	N	N	
Office Assistant III	34	C	N	N	N	
Paralegal Specialist	2	C	N	N	N	
Payroll Supervisor	1	C	Y	Y	N	
Principal Internal Auditor	2	U	Y	Y	N	
Program Coordinator	1	C	N	N	N	
Program Sponsor	1	U	Y	N	Y	
Property Control Specialist	2	C	N	N	N	
Senior Director	3	U	Y	Y	Y	
Senior Enterprise Solutions Architect	1	U	Y	N	N	
Senior Human Resource Analyst	6	C	Y	N	N	
Senior Internal Auditor	2	C	Y	N	N	
Senior Network Engineer	1	U	Y	Y	N	
Senior Public Relations/Info Specialist	1	C	N	N	N	
Senior Systems Engineer	1	U	Y	Y	N	
Service Desk Specialist I	1	U	Y	N	N	
Software Specialist II	5	C	Y	N	N	
Solutions Specialist Manager	4	U	Y	Y	N	
Staff Attorney	1	U	Y	Y	Y	
Statistical Clerk	1	C	N	N	N	
Systems Analyst	7	C	Y	N	N	
Systems Developer	1	U	Y	N	N	
Systems Engineer	1	U	Y	N	N	
Systems Software Manager	1	C	Y	Y	N	
Team Supervisor	6	C	N	Y/N	N	
Technical Solutions Specialist II	7	U	Y	N	N	
Technical Solutions Specialist III	7	U	Y	N	N	
Website Manager	1	U	Y	N	N	

INFORMATION:

For information pertaining to this Request for Proposal (RFP), see Part II, Section D.3., entitled “Proposal Questions.” Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum after the written question deadline.

C. ANTICIPATED RFP TIMETABLE:

Release of Request For Proposal	April 12, 2018
Proposer’s Conference (9:00 a.m.)	April 19, 2018
Proposal Due Date	May 10, 2018
Evaluation of Proposals	May 11, 2018 – May 24, 2018
Consensus Scoring by Committee	May 25, 2018
Score Price Proposals / Short Listing Completed	May 25, 2018
Oral Presentations (If Required) highest rank firms	June 4, 2018 – June 7, 2018
Final Ranking	June 8, 2018
Recommendation and Anticipated Award	June 15, 2018

All dates are tentative. The Clerk reserves the right to change scheduled dates.

D. SCOPE OF SERVICES:

1. Consultant Services to include all services necessary to complete a thorough Comprehensive Classification, Compensation, and Benefits Study as outlined in the “Scope of Services” Section below.
2. The purpose of this Classification and Compensation Study is to validate all current job descriptions, duties, responsibilities and authorities of the various positions, develop a classification structure and prepare class specifications. Additionally, the study will survey wages and benefits in the recruitment areas applicable to the classification.
3. The proposal shall contain a plan for continuation of services regarding updating job descriptions and compensation after the final project is finished and at what cost to the Clerk’s Office.
4. This review shall include all positions. The end result of this work project will be an updated and legally compliant comprehensive classification, benefits, and compensation system, including recommendations to support the growth, sustainability, and technological changes to the Clerk’s Office.

5. The selected Firm must provide in its proposal sound methodologies to perform required services and show how these methods will produce a product that is legally compliant and benchmarked with local government best practices.
6. The selected Firm will meet with the Clerk's Human Capital Committee to discuss any specific concerns with respect to the development of a compensation and classification plan. The Clerk desires meaningful participation of key employees in the compensation/classification process and year-to-year maintenance of the system. The selected Firm shall provide the cost for yearly maintenance and updates after initial study proposals have been implemented.
7. CLASSIFICATION analysis services shall include but not be limited to:
 - a. Developing a classification, compensation and benefit structure that facilitates ongoing compensation analysis and reporting based on similarly situated employees, similar skills, qualifications, responsibilities, and pay using job family groupings and Equal Employment Opportunity (EEO) job categories that work in accordance with EEOC guidelines for government employers.
 - b. Develop new or revised job descriptions based on the results of the study. This will include updated job titles reflective of the complexity of the work being performed, ensuring the Clerk's job descriptions are current, associated pay grade and salary range, exempt/non-exempt, supervisory/non-supervisory, classified/non-classified, reflect essential functions of the work, required core competencies, physical requirements, outline minimum qualifications for entry into the job class, include appropriate emergency work requirements, thoroughly identify the job knowledge, skills and attributes required to move to the next level, and provide for statutory compliance with regulatory guidelines.
 - c. Conduct job classification analysis of every job within the Clerk's Office to assess relative worth, responsibility, complexity, impact of mistakes and ensure Equal Pay Act of 1963 statutory compliance (internal equity).
 - d. Reviewing position titles (including supervisory/management) and recommending a titling structure, which defines consistent levels of responsibility across the organization.
 - e. Revising job descriptions in electronic format and ensuring that the revised job descriptions reflect actual work being performed and are in compliance with all State and federal regulations.

- f. Conducting a comparison and analysis of all positions. Analyze the job tasks for each position for the best match and assignment of pay grades to each job classification.
 - g. Identifying appropriate assignment of exempt and non-exempt status in accordance with the Fair Labor Standards Act (FSLA).
 - h. Reviewing Clerk positions for appropriate classification assignments based on internal equity, compression and pay grade assignment.
 - i. Compare positions to other similar positions within other Clerk departments to determine the relative value of each position to every other position in the Clerk's Office.
 - j. Describing the process for employees who have inquiries.
8. COMPENSATION analysis services shall include but not be limited to:
- a. Developing a proposal for a pay program that is fair, equitable, and competitive with both public and private employers in the surrounding geographic market area from which the Clerk recruits, and is supportive of the Clerk's compensation philosophy to be competitive with area markets in order to attract, motivate, and retain quality employees.
 - b. Proposed pay program should incorporate a "living wage" consistent with the Clerk's philosophy.
 - c. Evaluating current pay grades, i.e., number of pay grades, including additions, deletions, and/or consolidations; appropriate spread between minimum, midpoint and maximum of pay ranges; identify pay compression issues and provide alternative solutions that incorporate phased implementation/funding over a five to seven year timeframe; recommending a strategy for improvement.
 - d. Developing a classification, compensation and benefit structure that facilitates ongoing compensation analysis and reporting based on similarly situated employees, similar skills, qualifications, responsibilities, and pay using job family groupings and EEO job categories that work in accordance with EEOC guidelines for government employers.
 - e. The structure will enable compensation decision-making based on valid data and is consistent and defensible across the organization. The plan is to be flexible and responsive to changes by the Clerk or increased use of technology and is simple to understand and can be clearly communicated to employees.

- f. Recommend in writing a complete and competitive Compensation System that will include proposed classifications, pay ranges, pay grades, and detailed allocation of each employee within the recommended pay plan according to agreed upon study goals and objectives. This report shall include detailed plan implementation costs and a recommended implementation/funding schedule that would range from five to seven years.
- g. Conducting a comparison and analysis of all positions. Analyze the job tasks for each position surveyed for the best match and benchmark pay ranges to local public and private sector markets.
- h. Benchmark agencies shall, at a minimum, include ten agencies, with at least three private, which are seen as comparable relative to services rendered, size and geographical location and that are seen as competitors for quality employees. When surveying agencies, the actual work being performed, along with years in the position will be compared, not just the current job title or job description.
- i. Consolidate and present the results in a clear, objective summary detailing the following:
 - i. Agencies surveyed
 - ii. Position titles surveyed
 - iii. Position titles that are similar to other Clerk of Court & Comptroller titles in level of responsibility, minimum requirements, and essential job functions.
 - iv. Compensation comparisons
- j. Provide a list of prioritized positions that deviate the most from the market and which the Clerk should consider for adjustment first. Include a recommendation with specific priority order (i.e., worst-case order) so the Clerk may minimize employee turnover and/or morale issues during a phased implementation schedule.
- k. Proposing a policy and procedure to address employees whose base pay exceeds the maximum of their pay range.

9. BENEFITS analysis services shall include but not be limited to:

- a. Conducting a comparison and analysis of current benefits provided by the Clerk based on a market study. Benefits will include all current Clerk-provided benefits, including but not limited to: paid leave, holiday, recognition, educational reimbursement, incentive/certification pay, other allowance and add-pays, health

and welfare insurance (medical, dental, vision, life, long-term and short-term disability), pension and/or retirement.

- b. Preparing a summary of each benefit listed along with a comparison ranking for all agencies surveyed. Based on rankings, show the Clerk's overall benefits package relative to total compensation.
 - c. Making presentations to the Clerk's Human Capital Committee and possibly to the Clerk's Policy Group.
 - d. The Consultant shall consider the impact of benefits as part of the overall competitive compensation package.
 - e. The Consultant shall also conduct a comparative analysis of fringe benefits offered by the agencies surveyed.
 - f. The Consultant shall identify areas where the Clerk's benefits exceed, meet or do not meet those of the surveyed agencies.
10. Defining the process for communicating with the Clerk's Human Capital Committee during each step of the study, including meetings with employees and any presentation to the Clerk's Policy Group, directors and/or the Human Resources Department and staff.
11. Developing multiple alternative recommendations demonstrating the methodology the Clerk should use to implement and fund the new classification and compensation system, including the placement of all employees within the classification and compensation system, and the advantages, disadvantages, and cost of each alternative. Due to current budget levels, each alternative recommendation should incorporate full implementation and funding over a five to seven year horizon.
12. Review Clerk current administrative policies to include but not be limited to: policies regarding movement through pay ranges, adjustments within pay grades, additional duty adjustments (temporary or permanent), reclassifications, promotions, demotions, transfers, rehire, acting or interim assignments, career ladders, etc. Consultant is to make recommendation for revisions where necessary to current policies and make recommendations in regards to the creation of new policies.

13. Providing a manual of instructions and training materials; providing actual hands on training to the Human Resources staff responsible for administering the proposed classification and compensation system based upon Clerk's current technology software for that purpose.
14. Providing a process for follow-up services after implementation of the program; recommending annual adjustment to market for pay ranges.
15. Provide appropriate software to administer and update the classification and pay plan. The cost of such software, if any, is to be included in the total bid price.
16. Ensure the timely and complete delivery of all project deliverables according to agreed upon performance schedule for effective implementation.
17. Suggesting methodology to maintain the integrity of the proposed compensation and classification system after the initial phase-in period has expired.
18. Proposing additional or alternative tasks deemed necessary to provide the described services.
19. Specific deliverables and deadlines will be mutually agreed upon by the Clerk and the Consultant.
20. The Consultant will communicate with the Clerk's project representative throughout the project to report the status and the completion of key milestones in the project. The Clerk requires ongoing and open communications between the Clerk's project representative, the Human Resource Department, and the Consultant over the course of the project. All recommendations must: comply with all applicable State and federal laws; enhance the Clerk's ability to recruit and retain qualified personnel; and, to the extent possible, address the Clerk's desire to successfully implement succession planning through the identification of well-defined career ladders.
21. The Consultant will work directly with the Clerk's project representatives, as well as various department directors throughout the Clerk's Office to establish priorities, needs and desired outcomes regarding compensation. The Consultant will conduct in-person interviews with at least 100 employees and will make onsite observations with a representative sample of 20

different work groups. Meetings will be conducted with supervisors identified by administration for the purpose of understanding organizational needs.

22. The Consultant shall provide at no cost to the Clerk on-call support for all matters relevant to this study for a period of three (3) consecutive years following the final deliverable.

E. AWARD OF CONTRACT

Required submittals will be used by the Clerk of Court and Comptroller to evaluate and rank firms. The following factors will be considered when evaluating Responses:

1. Firm Qualifications and Capabilities:

- a. Professional licenses and certifications
- b. Identify former firm names operated under by members of the firm
- c. Indicate age of firm and years of operation in Florida
- d. Provide your firm's current volume of work and in progress by individuals that will have a direct role in the performance of this contract
- e. Disclose any unresolved or pending regulatory disciplinary actions and/or litigation, if applicable
- f. Describe any and all previous or pending litigation or investigation, either civil or criminal, involving a governmental agency, or which may affect the performance of the Services to be rendered herein, in which the Proposer, any of its employees, subcontractors or sub Consultants is or has been involved within the last three years.

2. Comparable experience of the firm on contracts of this type. A listing of Florida Public Entity clients for whom your firm has previously or currently provides Comprehensive Compensation, Benefits & Classification Consultant Services.

- a. A description of the services provided to the client.
- b. Client Name.
- c. Contact Information, including telephone number(s) and email address(es).
- d. Period during when the services were rendered.
- e. Office location and personnel within your firm who provided the services.
- f. Provide a detailed description of comparable contracts (similar in Scope of Services to those requested herein) which the Proposer is either performing or has performed

within the last five (5) years. Describe the Proposers qualifications and experience in the management of comparable projects in size and scope.

3. Qualifications, abilities and work histories of professional personnel:

- a. Resumes of the personnel that will be assigned to provide services to the Clerk. The resumes shall include the following information:
- b. Formal education
- c. Supplemental education and certifications relative to compensation, benefits, and classification plans
- d. Compensation and classification work experience in private business or government
- e. Classification and compensation work experience with governmental units
- f. Experience and expertise using automated computer software and systems computing the compensation and benefits, as well as modifying classification plans

4. Project Approach

- a. Describe the firm's approach and the responsibilities of the management and staff personnel who will perform the work. Include the firm's understanding of the work to be performed. Describe the Proposer's approach to organization management and the responsibilities of Proposer's management and staff personnel who will perform work on the Contract; describe methods employed to ensure prompt service, customer satisfaction, prompt complaint resolution, and timely initiation and completion of all work.
- b. Describe, in detail, the services your firm proposes to provide.
- c. Describe and submit a plan/chart indicating the "Work Plan/Schedule" for the project along with a project timeline indicating the estimated completion date of each phase of the proposal.
- d. Provide detailed information on how your firm will communicate with the Human Resources Department and other assigned Clerk personnel prior to, during and after job commencement.
- e. Describe additional services your firm will provide if selected to be the Clerk's Consultant on the Comprehensive Compensation, Benefits, and Classification plan.

5. Fee Structure: Submit this section in a separate sealed envelope.

- a. Outline the cost of providing Comprehensive Classification, Benefits, and

Compensation Consultant Services as described herein. All services described in the Proposal should be included in said fees.

- b. Outline any additional fees not included in the base fees.
- c. Outline the hourly rate of staff professionals if needed for additional work outside the scope of this proposal.

6. Required Forms:

- a. **Proposal Submittal (Attachment 1)**
- b. **Proposal Conflict of Interest (Attachment 2)**
- c. **References (Attachment 3)**
- d. **Terminations/Rejections/Suits (Attachment 4)**
- e. **Deviations (Attachment 5)**
- f. **Statement on Public Entity Crimes (Attachment 6)**
- g. **Equal Employment Opportunity Statement (Attachment 7)**
- h. **Business Information Affidavit & Non-Resident Business Certification (Attachment 8)**
- i. **Indemnification and Insurance Requirements (Attachment 9)**
- j. **Pricing/Cost Proposal - include in separate sealed envelope marked accordingly (Attachment 10)**
- k. **Certification**

F. EVALUATION AND SELECTION PROCESS:

The Clerk will review and evaluate all Proposals submitted in response to this Solicitation Document. The evaluation process is designed to award the Contract to the Proposer with the best combination of attributes as demonstrated in the Proposal scores. Scores are based on the evaluation of the information contained in Proposer's Proposal, which includes, but is not limited to, Proposer's responses to the questions set forth in the Scope of Services section of this Solicitation Document and any corresponding attachments, including a description of methodology, qualifications, experience, and the cost of the Services/Work.

- a. **Evaluation Procedures:** The Evaluation/Selection Committee will consider how well the Proposer's Proposal meets the needs of the Clerk as described in the Proposer's response to the requirements in this Solicitation Document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The Proposal

should be submitted according to the instructions/outline specified in this Solicitation Document. A Proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.

- b. Based on information acquired through the Proposer's responses and the responses of references (if applicable), the Evaluation/Selection Committee will award a preliminary score to each Proposal.
- c. Once the Evaluation/Selection Committee has scored each Proposal based upon the Firm's Qualifications and Capabilities, the Comparable Experience of the Firm, the Qualifications, Abilities and Work Histories of Professional Personnel, and the Project Approach, the sealed Price Proposals will be opened and scored (base on the formula below). This score will be added to the scores determined by the Evaluation/Selection Committee resulting in the total score for ranking purposes.
- d. Based on the preliminary scores, the Evaluation/Selection Committee may request that the top scoring Proposers (the number of which will be determined by the Evaluation/Selection Committee) conduct an oral presentation and/or submit a Best and Final Offer that may include revisions to the Approach and/or Cost. Be advised that the Evaluation/Selection Committee may revise the preliminary scores based on the oral presentations (if applicable), reference inquiries, other information obtained through their investigations of past performance and/or submissions of Best and Final Offers (if applicable).

Scoring/Weighting of Questions: The scoring/weighting of Proposals will be accomplished utilizing the evaluation criteria identified in the following table:

Evaluation Criteria Weighting:

<u>Firm Qualifications and Capabilities</u>	10 points
<ol style="list-style-type: none">a. Abilities and capabilities of Consultant/firm to perform services of this typeb. Certification of personnelc. Consultant/Firm Historyd. Volume of Worke. Regulatory Disciplinary Actions/Litigation	

Comparable experience of the Firm 10 points

- a. Comparable performance of the Consultant/firm and proposed key project personnel on contracts for Florida Public Entities

Qualifications, abilities and work histories of professional personnel 25 points

(Only those personnel who will be assigned to and actively work on this project)

- a. Past or present experience of the proposed key project personnel on projects of this type
- b. Demonstrated key leadership
- c. Evidence of current professional status, if applicable

Project Approach 35 points

- a. Quality contained in proposal and the comprehensiveness of the approach
- b. Understanding of the project to be performed
- c. Proposed team organization and projected staffing
- d. Organization profile and proposed project management
- e. Proposed services
- f. Communication plan with designated Clerk staff

Price / Cost 20 points

- a. Fee arrangements

TOTAL 100 POINTS

Formula for awarding points for Price/Cost:

Points awarded for the Price/Cost portion of the proposal will be based on the following formula:

$$\frac{\text{Lowest Cost Proposal}}{\text{Divided by Other Proposer's Cost}} \times \text{Maximum Points (20)} = \text{SCORE}$$

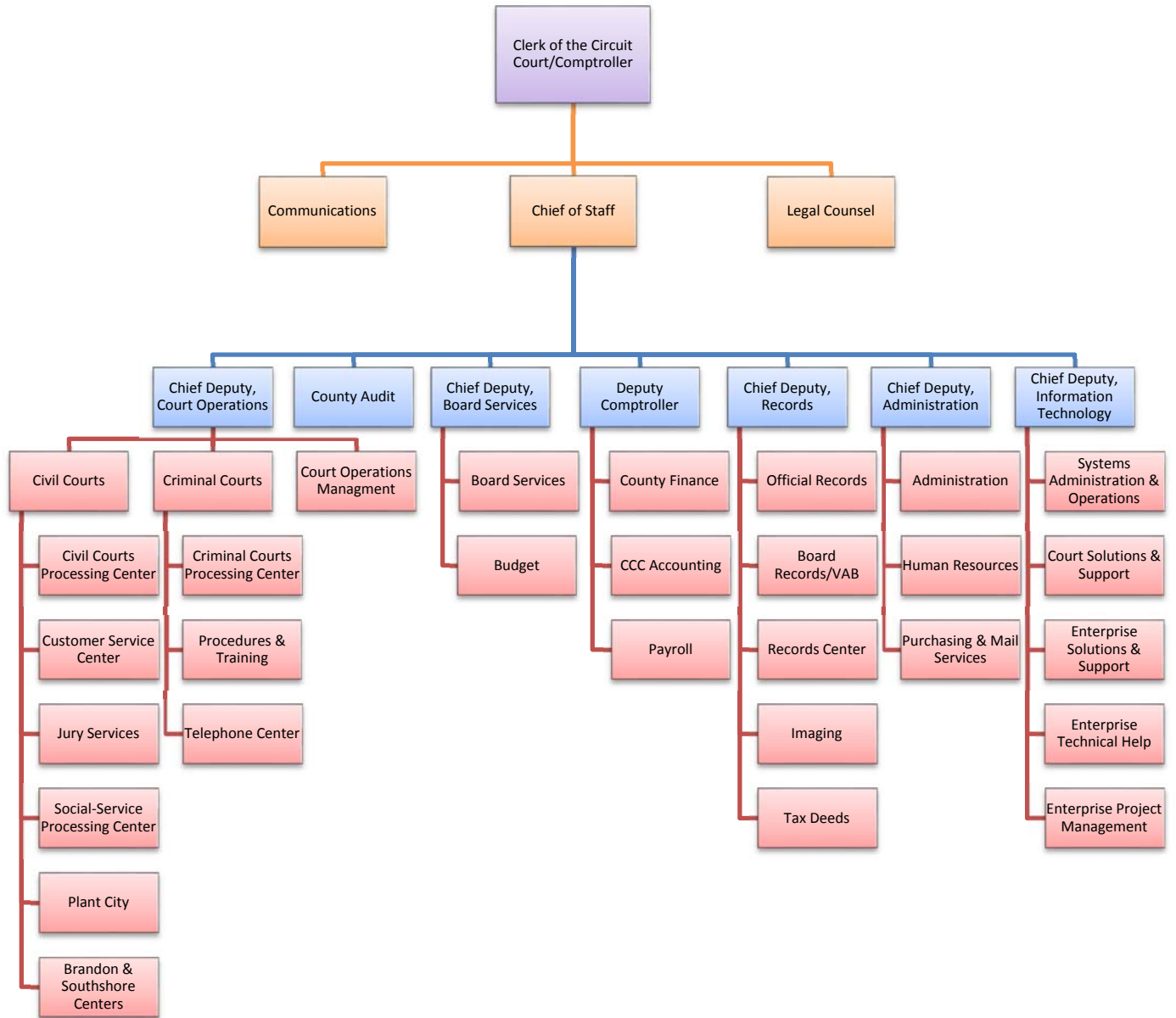
The award will be determined by the ranking based on the evaluation factors and results of negotiations determined to provide a contract that is most advantageous to the Clerk.

The Evaluation/Selection Committee will consist of the following staff members:

Manuel Mangual	Director, Human Resources
Gabriel Echazabal	Senior Human Resource Analyst
Doug Bakke	Chief Deputy, Court Operations
Julia Poupart	Chief Deputy, Records Management
Tim Simon	Deputy Comptroller

G. POST CONTRACT AWARD PROCESS:

1. The Consultant will be expected to interview several representative employees in all job classifications and use a questionnaire type format to gather all pertinent information. The Consultant will be expected to verify job duties and responsibilities with the employee, direct supervisor, and the department head through meetings and interviews. Following this discovery stage, the Consultant will submit a preliminary proposal for a classification structure to the Clerk's Policy Group for review and possible suggested revisions.
2. The Clerk's Policy Group will then present the Consultant any suggested revisions to Consultants preliminary plan. Consultant will review suggested revisions and address each suggested revision based on its merit and based on the experience and expertise of the Consultant as to being in agreement with the suggested revision, not being in agreement with the suggested revision or a modification of the suggested revision. These responses will then be presented to the Clerk's Policy Group prior to issuance of the Final Report. After this second review of the proposed classification structure, the Clerk's Policy Group will instruct the Consultant to proceed with preparation of class specifications and final classification recommendations.
3. Final Report: The Consultant will submit as a final report consisting of two bound copies and one electronic media copy containing Microsoft Word format of the recommended class specifications with recommendations of a classification (job description) for each position and one flat set of class specifications and listing of classifications for each position suitable for copying.



OPERATIONAL AREA/FUNDING SOURCE	FISCAL 2007	FISCAL 2008	FISCAL 2009	FISCAL 2010	FISCAL 2011	FISCAL 2012	FISCAL 2013	FISCAL 2014	FISCAL 2015	FISCAL 2016	FISCAL 2017	FISCAL 2018
GENERAL GOVERNMENT DEPARTMENTS	84.0	94.0	76.0	56.0	56.0	55.0	53.0	55.0	56.0	57.0	56.0	60.0
BOCC FUNDED DEPARTMENTS	121.0	119.0	115.0	111.0	111.0	111.0	108.0	108.0	108.0	107.0	107.0	107.0
COURTS OPERATIONS DEPARTMENTS	579.0	578.0	585.0	505.0	490.0	512.0	502.0	477.0	462.0	426.0	398.0	408.0
COURT OPS DEPTS - 10% FINE TF	0.0	0.0	0.0	9.0	21.0	0.0	0.0	20.0	21.0	32.0	27.0	0.0
SHARED SERVICES DEPARTMENTS	80.0	77.0	75.0	73.0	74.0	73.0	70.0	73.0	63.0	61.0	56.0	56.0
INFORMATION TECHNOLOGY	97.0	86.0	86.0	69.0	69.0	65.0	57.0	56.0	56.0	55.0	55.0	55.0
TOTAL BUDGETED POSITIONS	961.0	954.0	937.0	823.0	821.0	816.0	790.0	789.0	766.0	738.0	699.0	686.0

	FISCAL	FISCAL	FISCAL	FISCAL	FISCAL	FISCAL	FISCAL	FISCAL	FISCAL
	2010	2011	2012	2013	2014	2015	2016	2017	2018
ADMINISTRATIVE DEPARTMENTS									
900050	11.0	11.0	11.0	11.0	10.0	9.0	10.0	9.0	9.0
900052	9.0	9.0	9.0	8.0	7.0	8.0	8.0	7.0	7.0
900054	8.0	8.0	8.0	7.0	8.0	9.0	8.0	6.0	6.0
900055	32.0	32.0	32.0	30.0	30.0	29.0	27.0	26.0	26.0
900211	4.0	4.0	3.0	4.0	3.0	3.0	3.0	3.0	3.0
900222	8.0	9.0	9.0	9.0	14.0	4.0	0.0	0.0	4.0
900225	0.0	0.0	0.0	0.0	0.0	0.0	4.0	4.0	0.0
900409	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
TOTAL ADMINISTRATIVE DEPARTMENTS	73.0	74.0	73.0	70.0	73.0	63.0	61.0	56.0	56.0
GENERAL GOVERNMENT (519)									
900050	0.0	0.0	0.0	0.0	0.0	0.0	1.0	1.0	1.0
900104	42.0	42.0	41.0	39.0	39.0	39.0	39.0	39.0	39.0
900207	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
900208	7.0	7.0	7.0	7.0	7.0	7.0	9.0	8.0	7.0
900209	2.0	2.0	2.0	2.0	2.0	2.0	0.0	0.0	0.0
900210	3.0	3.0	3.0	3.0	5.0	6.0	6.0	6.0	6.0
900224	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0
TOTAL GENERAL GOVERNMENT	56.0	56.0	55.0	53.0	55.0	56.0	57.0	56.0	60.0
BOCC FUNDED - BOARD ADMINISTRATION (513)									
900100	13.0	13.0	13.0	12.0	12.0	11.0	11.0	10.0	10.0
900101	-	-	53.0	53.0	53.0	54.0	54.0	55.0	55.0
900102	8.0	8.0	8.0	6.0	6.0	6.0	6.0	6.0	6.0
900103	6.0	6.0	6.0	5.0	5.0	5.0	5.0	5.0	5.0
900105	11.0	11.0	11.0	11.0	11.0	11.0	0.0	0.0	0.0
900302	0.0	0.0	0.0	0.0	0.0	0.0	11.0	11.0	11.0
900106	4.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	5.0
BOCC ACCOUNTING	40.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
BOCC FINANCE	13.0	13.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TOTAL CLERK TO BOARD	95.0	95.0	95.0	92.0	92.0	92.0	92.0	92.0	92.0
900051	10.0	10.0	10.0	10.0	10.0	10.0	9.0	9.0	9.0
900054	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
TOTAL BOCC FUNDED	111.0	111.0	111.0	108.0	108.0	108.0	107.0	107.0	107.0
COURT OPERATIONS - 10% FINE TF									
900200	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0
900201	0.0	2.0	0.0	0.0	2.0	2.0	0.0	0.0	0.0
900202	9.0	8.0	0.0	0.0	7.0	7.0	0.0	0.0	0.0
900211	0.0	11.0	0.0	0.0	11.0	10.0	6.0	12.0	0.0
900224	0.0	0.0	0.0	0.0	0.0	0.0	26.0	8.0	0.0
900228	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	0.0
TOTAL 10% COURT OPS - FINE TF	9.0	21.0	0.0	0.0	20.0	21.0	32.0	27.0	0.0
COURT OPERATIONS									
900200	4.0	4.0	7.0	7.0	6.0	3.0	15.0	10.0	10.0
900201	2.0	0.0	2.0	2.0	0.0	0.0	0.0	0.0	0.0
900202	0.0	0.0	8.0	7.0	0.0	0.0	0.0	0.0	0.0
900203	13.0	12.0	12.0	12.0	12.0	12.0	0.0	0.0	0.0
900204	7.0	7.0	7.0	7.0	7.0	8.0	0.0	0.0	0.0
900205	3.0	3.0	4.0	4.0	4.0	4.0	3.0	3.0	3.0
900206	14.0	14.0	14.0	13.0	14.0	13.0	0.0	0.0	0.0
900207	30.0	29.0	30.0	30.0	30.0	30.0	27.0	19.0	19.0
900208	10.0	10.0	10.0	9.0	9.0	9.0	10.0	7.0	7.0
900209	2.0	2.0	2.0	2.0	2.0	1.0	0.0	0.0	0.0
900211	11.0	0.0	11.0	11.0	0.0	0.0	0.0	0.0	11.0
900212	81.0	80.0	81.0	79.0	79.0	69.0	0.0	0.0	0.0
900213	48.0	48.0	48.0	48.0	45.0	43.0	0.0	0.0	0.0
900214	5.0	5.0	4.0	4.0	4.0	3.0	0.0	0.0	0.0
900215	73.0	75.0	73.0	73.0	73.0	74.0	0.0	0.0	0.0
900216	4.0	4.0	4.0	4.0	4.0	4.0	0.0	0.0	0.0
900217	39.0	38.0	37.0	36.0	36.0	35.0	0.0	0.0	0.0
900218	42.0	42.0	42.0	41.0	41.0	36.0	0.0	0.0	0.0
900219	43.0	45.0	46.0	48.0	46.0	43.0	0.0	0.0	0.0
900220	8.0	6.0	6.0	6.0	6.0	5.0	0.0	0.0	0.0
900221	66.0	66.0	64.0	59.0	59.0	49.0	0.0	0.0	0.0
900222	0.0	0.0	0.0	0.0	0.0	16.0	0.0	0.0	18.0
900223	0.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0
900225	0.0	0.0	0.0	0.0	0.0	0.0	80.0	89.0	81.0
900226	0.0	0.0	0.0	0.0	0.0	0.0	76.0	66.0	69.0
900227	0.0	0.0	0.0	0.0	0.0	0.0	23.0	19.0	0.0
900228	0.0	0.0	0.0	0.0	0.0	0.0	8.0	3.0	11.0
900229	0.0	0.0	0.0	0.0	0.0	0.0	161.0	160.0	156.0
900230	0.0	0.0	0.0	0.0	0.0	0.0	23.0	22.0	23.0
TOTAL COURTS OPERATIONS	505.0	490.0	512.0	502.0	477.0	462.0	426.0	398.0	408.0
TECHNOLOGY DEPARTMENTS									
900300	69.0	69.0	65.0	57.0	56.0	56.0	0.0	0.0	0.0
900300	0.0	0.0	0.0	0.0	0.0	0.0	17.0	14.0	14.0
900301	0.0	0.0	0.0	0.0	0.0	0.0	14.0	15.0	14.0
900302	0.0	0.0	0.0	0.0	0.0	0.0	11.0	12.0	12.0
900304	0.0	0.0	0.0	0.0	0.0	0.0	5.0	8.0	9.0
900305	0.0	0.0	0.0	0.0	0.0	0.0	8.0	6.0	6.0
TOTAL TECHNOLOGY DEPARTMENTS	69.0	69.0	65.0	57.0	56.0	56.0	55.0	55.0	55.0
TOTAL BUDGETED POSITIONS	823.0	821.0	816.0	790.0	789.0	766.0	738.0	699.0	686.0

REQUEST FOR PROPOSAL

PART IV

PROPOSAL

CLASSIFICATION AND COMPENSATION STUDY

REQUEST FOR PROPOSAL NUMBER: 02/18

PROPOSAL BY: _____ (NAME OF PROPOSER)

ADDRESS: _____ (OF PROPOSER)

REPRESENTATIVE: _____ (OF PROPOSER)

TELEPHONE NUMBER: _____ (OF PROPOSER)

EMAIL ADDRESS: _____ (OF PROPOSER)

By signing this Proposal, the undersigned Proposer affirms its Proposal is made without any understanding, contract, or connection with any other person, Firm or corporation providing a Proposal for the same purpose, and its Proposal is in all respects fair and without collusion or fraud. The undersigned Proposer understands that its Proposal must be signed in ink and that an unsigned Proposal will be considered incomplete and subject to rejection by the Clerk. Subject to the deviations stated in this Proposal, in the attachment entitled "Deviations", if any, the undersigned represents that the Proposer accepts and its Proposal complies with the terms, conditions, mandates and other provisions of the Proposal documents.

Further, the signing of this Proposal affirms the Proposer has read and understands the Proposal documents and its information submitted in the Proposal is true.

IN WITNESS WHEREOF, the Proposer responds in accordance with the Proposal Documents as follows:

A. Proposal Submittal (Attachment 1)

This section will include the Proposer's complete response to this Request for Proposal to include:

- Introduction to Firm
- Firm Qualifications and Capabilities
- Past Experience of the Firm
- Qualifications, abilities and work histories of professional personnel
- Project Approach that addresses the Scope of Services

This section should clearly reflect why your Firm should be selected above all other Proposers.

The above information shall be included as Attachment 1 and should be easily separated from the remaining sections of the proposal.

B. Proposal Conflict of Interest (Attachment 2)

The award hereunder is subject to the provisions of PART III of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director or agent who is also an employee of the Clerk. All Proposers must disclose on Attachment 2, entitled "Proposal Conflict of Interest" the name of any Clerk employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's Firm or any of its branches, or of any subcontractor. If there are no conflicts as described above, the Proposer shall so state in the Attachment.

C. References (Attachment 3)

The Proposer shall submit a minimum of three (3) references: include county or local governmental references, if possible. The Proposer shall submit references reflecting work experience with Firms requesting similar quantity and diversity as required in the Proposal Specifications. Please include one reference for a new client that implemented your services in the past twelve (12) months. The Proposer must provide name of company for whom project was completed; contact person name and phone number; budget; size of project, number of employees included in study; and completion date. Additional information is welcome.

The above information shall be provided in the format outlined on Attachment 3, entitled "References".

D. Terminations/Rejections/Suits (Attachment 4)

The Proposer shall respond to the questions presented in Attachment 4, entitled "Terminations/Rejections/Suits". The intent of this Attachment is to confirm every occasion that a client has terminated or not renewed the Proposer's Contract due to non-performance; occasions when the Firm's Proposal involving any item contained in this Proposal was rejected, and every occasion the Proposer has been involved in a lawsuit involving the performance of any item contained in this Proposal.

E. Deviations (Attachment 5)

The Proposer shall state every deviation to the Proposal documents upon which the Proposal is based. Otherwise, the Proposal will be considered as being made in strict compliance with and subject to the Proposal documents, and any deviations contained in the Proposal, but not specifically described in the Deviations attachment shall be waived. In the instances in which a deviation is listed in Attachment 5, the Proposal may be rejected by the Clerk for failure to meet exact requirements; except, however, said Proposal may not be subject to rejection where, in the sole discretion of the Clerk, the deviation is considered to be non-material, equal to, or better than the requirements of the Proposal documents, or where such deviation does not destroy the competitive character of the Proposal or the Proposal process. The Proposal must clearly and separately discuss and explain any deviation or exception to this Proposal document and reference the general Proposal document paragraph and clause to which the deviation refers. The above information shall be written on Attachment 5, entitled "Deviations". If there are no deviations as described above, the Proposer shall so state in the Attachment.

F. Statement on Public Entity Crimes (Attachment 6)

The Proposer must sign a statement under Section 287.133 Florida Statutes on Public Entity Crimes and return as Attachment 6, entitled "Statement on Public Entity Crimes." Failure to do so may constitute grounds for rejection of this Proposal.

G. Equal Employment Opportunity Statement (Attachment 7)

The Proposer must sign an Equal Employment Opportunity Statement and return as Attachment 7, entitled "Equal Employment Opportunity Statement." Failure to sign this Equal Employment Opportunity Statement may constitute grounds for rejection of this Proposal. The Proposer assures the Clerk that said Firm is in compliance with all applicable laws concerning discrimination, and the Proposer understands that this Agreement is conditioned upon the veracity of the Statement of Assurance.

H. Business Information Affidavit and Non-Resident Business Certification (Attachment 8)

Proposers are to provide their Firm's Business Information on Attachment 8, entitled "Business Information Affidavit and Non-Resident Business Certification." Proposers who are non-resident corporations shall furnish to the Clerk a duly certified copy of their permit to transact business in the state of Florida. The Proposer shall attach the certified copy to Attachment 8, entitled "Business Information Affidavit and Non-Resident Business Certification". Failure to submit this evidence of qualification to do business in the state of Florida may constitute grounds for rejection of this Proposal.

I. Indemnification and Insurance Requirements (Attachment 9)

It is understood that any Firm or institution awarded a Contract under this Request for Proposal shall maintain the appropriate insurances for the total time period of this Contract, including any extensions.

The Proposer must sign a statement on Indemnification and Insurance Requirement and return as Attachment 9, entitled "Indemnification and Insurance Requirements." Failure to sign this "Indemnification and Insurance Requirements" statement may constitute grounds for rejection of this Proposal.

J. Pricing/Cost Proposal (include in a separate sealed envelope) (Attachment 10)

The price proposal is a presentation of the Proposer's total offering price including the estimated cost for providing each component of the required services.

Proposers should indicate the dollar amount, which will be attributed to each subcontractor, if any.

The price proposal is to be submitted in a separate sealed envelope. Sealed envelope must be clearly marked as Attachment 10, entitled "Pricing/Cost Proposal."

The Contractor must provide a proposal with a maximum cost for the project based on the project as described herein. Any additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items shall be priced separately from this RFP.

The Clerk reserves the right to award all or some of the project's components, depending on the proposed cost of the various components.

K. Certification

The Proposer certifies before the undersigned notary that the information presented in the Proposal is correct.

PROPOSER

ATTEST

By: _____
Authorized Signature signed in ink before a
Notary Public

Witness

Typed name of person signing above

Witness

Title of person signing above

Date signed

Notary Public, State of

My commission expires

ATTACHMENT 1

PROPOSAL SUBMITTAL
DETAILED SPECIFICATIONS AND SCOPE OF SERVICES

ATTACHMENT 2

PROPOSAL CONFLICT OF INTEREST

The Proposer identified below deposes and states that:

1. The below named Proposer is submitting an Expression of Interest for the Hillsborough County Clerk of Court & Comptroller project for Request for Proposal Number 02/18, Classification and Compensation Study.
2. The Proposer has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
3. The Proposer states that only one submittal for the above project is being submitted and that the below named Authorized Representative has no financial interest in other entities submitting proposals for the same project.
4. Neither the Proposer nor the below named Authorized Representative has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the Proposer's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
5. Neither the Proposer nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
6. Neither the Proposer, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the Proposer's ownership, management, or staff has a vested interest in any aspect of or Department of the Hillsborough County Clerk of Court & Comptroller.
8. I certify that no member of the Proposer's ownership or management is presently applying for an employee position or actively seeking an elected position with Hillsborough County Clerk of Court & Comptroller.
9. In the event a conflict of interest is identified in the provision of services, I, on behalf of the below named Proposer, will immediately notify the Hillsborough County Clerk of Court & Comptroller in writing.

Proposer

Signature of Authorized Representative

Date

Printed or Typed Name and Title of Authorized Representative

ATTACHMENT 4

TERMINATIONS/REJECTIONS/SUITS

Respond to the following questions by answering "YES" or "NO". If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? _____ (Y/N)

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years? _____ (Y/N)

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business? _____ (Y/N)

Note: If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the project identified.

Proposer

Signature of Authorized Representative

Date

Printed or Typed Name and Title of Authorized Representative

ATTACHMENT 5

DEVIATIONS

EXCEPTIONS TO PROPOSAL: NOTES - ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE HILLSBOROUGH COUNTY CLERK OF COURT & COMPTROLLER.

1. The following represents every deviation (itemized by number) to the Standard Agreement General Terms and Conditions, Requirements, and the Scope of Services included in this Request for Proposals (RFP):

Proposer

Signature of Authorized Representative Date

Printed or Typed Name and Title of Authorized Representative

ATTACHMENT 6

STATEMENT ON PUBLIC ENTITY CRIMES

The Proposer identified below attests to the following:

1. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives,

partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Note: indicate which of the below statements apply)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order.)

I understand that the submission of this form to the Hillsborough County Clerk of Court & Comptroller is for the Clerk only and, that this form is valid through December 31, of the calendar year in which it is filed. I also understand that I am required to inform the Clerk prior to entering in to a contract in excess of the threshold amount provided in section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Proposer

Signature of Authorized Representative Date

Printed or Typed Name and Title of Authorized Representative

ATTACHMENT 7

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The undersigned Proposer, by the signature below, represents that the foregoing information is true and correct. The undersigned Proposer, by the signature below, provides assurances to the Hillsborough County Clerk of Court & Comptroller of its compliance with federal, State and County affirmative action and equal employment opportunity requirements. The undersigned Proposer further assures that it and its subcontractors/subrecipients facilities are accessible to the handicapped (if applicable).

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

PROPOSER

ATTEST

By: _____
Authorized Signature signed in ink before a
Notary Public

Witness

Typed name of person signing above

Witness

Title of person signing above

Date signed

Notary Public, State of

My commission expires

ATTACHMENT 8

BUSINESS INFORMATION AFFIDAVIT AND NON-RESIDENT BUSINESS CERTIFICATION

1. State the true, exact, correct and complete name of the company, __sole proprietorship, __partnership, __corporation, __trade or fictitious name under which you do business and the address of the principal place of business:

The correct name of the Company is: _____

- a. FEI/EIN Number: _____
- b. Trade Mark Name: _____

2. If Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and address of Resident (Florida) Agent: _____

3. If Proposer is an individual proprietorship or a partnership, answer the following:

- a. Date of Organization: _____
- b. Name, Address and Ownership Units of all Partners: _____
- _____
- c. State whether general or limited partnership: _____

4. If Proposer is other than a sole proprietorship, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer or company is an operation under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name? _____

7. Indicate registration, license number or certificate numbers for the businesses or professions which are the subject of the Proposal/Bid. Please attach certificate of competency and State registration.

8. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representative of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(name)	(address)	(phone number)
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(name)	(address)	(phone number)
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(name)	(address)	(phone number)
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THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE CLERK IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CLERK TO REJECT THE BID OR PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Proposer

Signature of Authorized Representative

Date

Printed or Typed Name and Title of Authorized Representative

ATTACHMENT 9

INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

The Clerk shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services, for which, the Clerk is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the firm, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The firm agrees to indemnify the Clerk and pay the cost of the Clerk’s legal defenses, including fees of attorneys as may be selected by the Clerk for all claims described in the hold harmless clause herein. Such payment on behalf of the Clerk shall be in addition to any and all legal remedies available to the Clerk and shall not be considered to be the Clerk’s exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the firm under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The firm providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the Clerk, until final acceptance by the Clerk of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

COVERAGE REQUIRED	UP TO VENDOR POLICY LIMITS, BUT WITH MINIMUM POLICY LIMITS OF:
Workers’ Compensation *Certificates of exemption are not acceptable in lieu of workers compensation insurance	Employers Liability \$ 500,000 Each Accident \$ 500,000 Disease \$ 500,000
Commercial General <i>Liability shall include- Bodily injury liability, Property Damage liability; Personal Injury liability and Advertising injury liability Coverages shall include: Premises/ Operations; Products/Completed Operations; Contractual liability; Independent Contractors</i>	\$ 1,000,000 Per Occurrence \$ 1,000,000 General Aggregate

Comprehensive Auto Liability, CSL, shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos.

\$ 1,000,000 Combined Single Limit
\$ 1,000,000 General Aggregate

Certification:

It is noted that the Clerk has a contractual relationship with the named proposer, vendor, contractor or provider (collectively referred hereinafter as Contractor) applicable to a purchase order, work order, contract or other form of commitment by the Hillsborough County Clerk of Court & Comptroller, whether in writing or not and has no such contractual relationship with the Contractor's insurance carrier. Therefore, the onus is on the Contractor to insure that they have the insurance coverage specified by the Clerk to meet all contractual obligations and expectations of the Clerk. Further, as the Contractor's insurance coverage is a matter between the vendor and its insurance carrier, the Clerk will turn to the Contractor for relief as a result of any damages or alleged damages for which the Contractor is responsible to indemnify and hold the Clerk harmless. It is understood that the Contractor may satisfy relief to the Clerk for such damages either directly or through its insurance coverage; exclusions by the insurance carrier notwithstanding, the Clerk will expect relief from the Contractor.

- The insurance limits indicated above and otherwise referenced are minimum limits acceptable to the Clerk. Also, all Contractor policies shall to be considered primary to Clerk coverage and shall not contain co-insurance provisions.
- All policies, except for professional liability policies and workers compensation policies shall name the Hillsborough County Clerk of Court & Comptroller as Additional Insured.
- In the event that the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date.
- All limits are per occurrence and must include Bodily Injury and Property Damage.
- All policies must be written on occurrence form, not on claims made form, except for professional liability.
- Self-insured retentions shall not be allowed on any liability coverage.
- In the notification of cancellation: The Hillsborough County Clerk of Court & Comptroller shall be endorsed onto the policy as a cancellation notice recipient. Should any of the

above described policies be cancelled before the expiration date thereof, notice shall be delivered to the Hillsborough County Clerk of Court & Comptroller in accordance with the policy provisions.

- All insurers must have an A.M. Best rating of at least A-VII.
- It is the responsibility of the Contractor to ensure that all subcontractors retained by the Prime Contractor shall provide coverage as defined herein before and after and are the responsibility of said Prime Contractor in all respects.
- Any changes to the coverage requirements indicated above shall be approved by the Clerk.
- Address of "Certificate Holder" is: Hillsborough County Clerk of Court & Comptroller; Attention: Contract Administrator; P.O. Box 1110 Tampa, Florida 33601; Phone: (813) 307-7112; FAX: (813) 272-6518
- All certificates of insurance, notices, etc. must be provided to the above address.

The Undersigned accepts and agrees to meet all of the insurance coverage requirements, terms, conditions and certification(s) stated herein before and after and further agrees to maintain and provide the designated coverage during the life of the identified document. Also, when the coverage requirements stated herein before and after are specifically referenced by applicable solicitation, purchase order or contract document, those terms, conditions and coverage requirements are incorporated into that document as if fully set forth in verbatim .

Proposer

Signature of Authorized Representative

Date

Printed or Typed Name and Title of Authorized Representative

ATTACHMENT 10

**PRICING/COST PROPOSAL
(Include in separate seal envelope)**

PROPOSAL	COST
Maximum cost for the project based on the Scope of Services (to include the cost of any software referenced in Part III, D, 15)	\$
Annual cost for continuation of services regarding updating job descriptions and compensation	\$
Cost for additional recommendations and services:	
Hourly rates for professional staff:	

Proposer

Signature of Authorized Representative

Date

Printed or Typed Name and Title of Authorized Representative

PART V

LETTER OF INTENT

Clerk of Court & Comptroller
Attention: Purchasing Department
P.O. Box 1110
Tampa, Florida 33601

Subject: CLASSIFICATION AND COMPENSATION STUDY

We, the Firm identified below, are in receipt of the Request for Proposal, Document Number 02/18 CLASSIFICATION AND COMPENSATION STUDY dated April 12, 2018, and intend to submit to you a Proposal in response to said document.

Sincerely,

**LETTER OF INTENT
TO BE TYPED, WITH
THE EXCEPTION OF
SIGNATURE LINE.**

Signature

Typed Name

Title

Firm Name

Address

City State Zip

Date

Telephone Number

Fax Number

E-mail Address

PART VI

AGREEMENT

Proposal Number: #02/18

Proposal For: CLASSIFICATION AND COMPENSATION STUDY

This Agreement is made and entered into this _____ day of _____, 20____,
(the Effective Date) by and between the **CLERK OF COURT & COMPTROLLER,
HILLSBOROUGH COUNTY, FLORIDA**, hereinafter called the "**CLERK**"; and

_____ hereinafter called "**CONTRACTOR**".

WITNESSETH THAT:

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

A. TERM

The term of the Agreement shall be for a period of one (1) year. The Agreement shall commence on its Effective Date and terminate when all performance required hereunder is complete and accepted by the Clerk or until terminated as provided herein.

B. CONTRACT DOCUMENTS

The following documents attached to the Agreement are incorporated herein by reference and together with this Agreement form the Contract documents. It is the intent of the parties that the Contract documents be construed so as to avoid conflict among the sections and paragraphs. Each section and paragraph is intended to have meaning; for example, many paragraphs are supplemented by additional material contained in other paragraphs. Nevertheless, in case of a conflict in the Contract documents, the following order of precedence shall be applicable:

1. This Agreement
2. Request for Proposal including Attachments and Addenda
3. Proposal with Attachments as submitted by Proposer

C. CONTRACTOR PERFORMANCE

1. **CONTRACTOR** shall perform and deliver the CLASSIFICATION AND COMPENSATION STUDY as identified and described in these Contract documents. In so doing, **CONTRACTOR** shall perform the work and deliver the CLASSIFICATION AND COMPENSATION STUDY described in said documents and other Exhibits/Attachments incorporated herein and notwithstanding any other provisions of this Agreement, perform such other work and deliver such other items as are necessary to ensure that the CLASSIFICATION AND COMPENSATION STUDY for which **CONTRACTOR** is responsible hereunder meets all of the specifications and other requirements set forth in this Agreement. All services shall be performed by **CONTRACTOR** to the satisfaction of the **CLERK**, who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement.
2. The **CLERK** has retained the **CONTRACTOR** to provide PROFESSIONAL SERVICES for specific CLASSIFICATION AND COMPENSATION STUDY as described in Request for Proposal # 02/18. The **CLERK** has entrusted this CLASSIFICATION AND COMPENSATION STUDY to **CONTRACTOR**, and **CONTRACTOR** shall use its professional expertise to protect the interest of the **CLERK** and Hillsborough County at all times. The quality of **CONTRACTOR's** CLASSIFICATION AND COMPENSATION STUDY shall be consistent with the requirements stated herein and with prevailing industry standards.
3. The **CLERK** shall be entitled to monitor **CONTRACTOR's** performance for compliance with Request for Proposal # 02/18 and may make comments and recommendations to **CONTRACTOR** regarding the CLASSIFICATION AND COMPENSATION STUDY provided however, any such comments and recommendations by the **CLERK** shall not relieve **CONTRACTOR** of any of its obligations under this Agreement. Any comments or recommendations to **CONTRACTOR** by the **CLERK**, if adopted and followed by **CONTRACTOR**, in whole or in part, shall be used at the risk and responsibility of **CONTRACTOR**; and neither the **CLERK** nor its agents or employees shall assume liability therefore. **CONTRACTOR** retains sole authority and responsibility for the adequacy of its CLASSIFICATION AND COMPENSATION STUDY, in accordance with generally accepted industry practices.

4. Time is of the essence in the performance of this Agreement. Based on the available documents, timetables, and duration of this Agreement, **CONTRACTOR** represents that **CONTRACTOR** has no internal scheduling conflicts and that **CONTRACTOR** will avoid any internal scheduling conflicts in the future which might affect **CONTRACTOR's** timely performance of this Agreement in any material respect.

D. INDEMNIFICATION

1. The **CONTRACTOR** shall be fully liable for all actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the **CLERK** and her officers, agents, and employees, from suits, actions, damages, and cost of every name and description, including attorneys' fees, arising from or relating to (1) personal injury and/or (2) damage to real or personal tangible property alleged to be caused in whole or in part by **CONTRACTOR**, its agents, employees, partners, or subcontractors; provided, however, that the **CONTRACTOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CLERK**. Further, the **CONTRACTOR** shall fully indemnify, defend, and hold harmless the **CLERK** from any suits, actions, damages, and costs of every name and description, including attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the **CLERK's** misuse or modification of **CONTRACTOR's** products or the **CLERK's** operation or use of **CONTRACTOR's** products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the **CONTRACTOR's** opinion is likely to become the subject of such a suit, the **CONTRACTOR** may at its sole expense procure for the **CLERK** the right to continue using the product or to modify it to become non-infringing. If the **CONTRACTOR** is not reasonably able to modify or otherwise secure the **CLERK** the right to continue using the product, the **CONTRACTOR** shall remove the product and refund the **CLERK** the amounts paid in excess of a reasonable rental for past use. The **CLERK** shall not be liable for any royalties. The **CONTRACTOR's** obligations under the preceding two paragraphs with respect to any legal action are contingent upon the **CLERK** giving the **CONTRACTOR** (1) written notice of any such action or threatened action, (2)

the opportunity to take over and settle or defend any such action at **CONTRACTOR's** sole expense, and (3) assistance in defending the action at **CONTRACTOR's** sole expense. The **CONTRACTOR** shall not be liable for any cost, expense, or compromise incurred or made by the **CLERK** in any legal action without the **CONTRACTOR's** prior written consent, which shall not be unreasonably withheld. The **CLERK** as a county constitutional officer enjoys the privileges of sovereign immunity and will not waive the sovereign immunity privilege by any contract term including an indemnity clause that attempts to require the **CLERK** to indemnify the **CONTRACTOR** or any third party. The **CLERK** will not and does not provide any indemnity to the **CONTRACTOR** or any other person or entity as a condition of the Contract. Any such Contract term that attempts to impose an indemnity obligation by the **CLERK** is void ab initio.

2. Upon the happening of any event enumerated herein, the **CLERK** in her sole discretion shall have the right to participate in or monitor the defense of any such suit or proceeding through counsel of the **CLERK's** own choosing.

E. CONTRACTOR REPORTING

The **CLERK** may at any time require **CONTRACTOR** to report in writing in a format approved by the **CLERK** on the status and overall progress of the CLASSIFICATION AND COMPENSATION STUDY, or any part of the CLASSIFICATION AND COMPENSATION STUDY, with a projection as to whether deliverables will be on time and within budget. In addition, the **CLERK** may require **CONTRACTOR** to provide an overall percentage of completion estimate; if behind in any schedule, a proposed recovery plan; list of problems; corrective action planned or needed; outline of proposed activities during the coming reporting period; and any other reasonable information covering **CONTRACTOR's** performance hereunder.

F. CONFIDENTIALITY

The **CONTRACTOR** agrees that it shall make no statements, press releases or publicity releases concerning any part of this Agreement or its subject matter. The **CONTRACTOR** shall not disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Agreement during the period of the Agreement, without first securing the **CLERK's** written consent. The **CONTRACTOR** further agrees that absent the specific written consent of the **CLERK**, it shall not publish, copyright or patent

any of the data furnished or developed in compliance with the Agreement, it being agreed that such data or information is the property of the **CLERK**.

G. WARRANTY

CONTRACTOR warrants all processes and material used herein shall be free from design, performance and workmanship defects. The **CONTRACTOR** shall correct defective processes, performance and materials as necessary, at no cost to the **CLERK** and at the sole discretion of the **CLERK**. In addition to any general warranty enumerated herein, **CONTRACTOR** specifically warrants that:

1. The **CONTRACTOR** shall remedy at its own expense any failure to conform to the general contract terms, specifications or any other document included by reference into this Agreement.
2. The **CONTRACTOR** shall remedy at its own expense any damage to any property, when that damage is the result of the **CONTRACTOR's** negligence or failure to conform to the contract requirements. **CONTRACTOR** shall repair, replace or restore to its original condition any property or resource damaged in fulfilling the terms of the Agreement.
3. Upon the failure of the **CONTRACTOR** to remedy any defect or damage within seventy-two (72) hours after receipt of written notice thereof, the **CLERK** shall have the right to replace, repair or otherwise remedy such defect or damage at the **CONTRACTOR's** sole expense. The occurrence of any event enumerated herein shall constitute a breach of contract; however, the remedies set forth in this paragraph shall be in addition to, but in no way limit or replace, any right provided the **CLERK** under the Agreement or other applicable law.
4. In addition to the other rights and remedies provided by this Agreement, the **CONTRACTOR**, for the benefit of the **CLERK**, shall obtain all warranties expressed or implied, regarding any process, performance, work and materials which the subcontractors, manufacturers or suppliers would give in normal commercial practice.
5. All services identified herein are fit for the purpose to which they shall be put as identified herein.
6. No exclusion, disclaimer or modification of any warranty expressly provided or implied by law is permitted without written approval by the **CLERK**.

7. Title conveyed shall be good and its transfer rightful, and goods shall be delivered free from any security interest or other lien or encumbrance or the rightful claim of any third person by way of infringement or the like.

H. NO ASSIGNMENT OF AGREEMENT

The **CONTRACTOR** shall not assign, sublet or otherwise dispose of without first obtaining the written consent of the **CLERK**, the services to be performed pursuant to this Agreement or any portion thereof.

I. TERMINATION

1. Annual Appropriations

The **CLERK's** performance and obligation to pay under this contract are contingent upon the availability of funds appropriated by the Legislature and/or Hillsborough County. In the event funds are not appropriated, the **CLERK** shall notify the **CONTRACTOR** of such occurrence and the Contract shall terminate on the last day of the current Fiscal Year without penalty or expense to the **CLERK**.

2. General

The **CLERK** will have the right to terminate the Agreement for any reason without incurring any liability by providing ninety (90) days written notice to the **CONTRACTOR**.

3. Termination by Clerk

In addition, the **CLERK** may terminate the Agreement as follows:

- a. The **CLERK** may provide written notice to the **CONTRACTOR** of any failure to perform services as described in the Agreement or failure to comply with any of the terms and conditions of the Agreement. If the **CLERK** provides notice of failure to perform or comply, the **CONTRACTOR** will have thirty (30) days in which to remedy the default or to show compliance with the Agreement. If the **CONTRACTOR** fails to do so, the **CLERK** may thereafter terminate the Agreement.
- b. The **CLERK** may terminate the Agreement immediately by providing written notice without prejudice to any other right of action or remedy if the **CONTRACTOR** becomes insolvent or becomes financially unable to carry out its obligations under the Agreement.

J. NO AFFILIATION

The **CONTRACTOR** warrants that the **CONTRACTOR** has not employed or retained any company or person other than a bona-fide employee working solely for the **CONTRACTOR** to solicit or secure this Agreement and that the **CONTRACTOR** has not paid or agreed to pay any person, company, corporation or firm other than a bona-fide employee working solely for the **CONTRACTOR** any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

K. NO PUBLICATION

Except to the extent it is otherwise required to do so under applicable law, **CONTRACTOR** agrees that it will make no statements, press releases or publicity releases concerning any part of the Agreement or its subject matter without written consent of the **CLERK**. **CONTRACTOR** will not disclose or permit to be disclosed any confidential information obtained or furnished in compliance with this Agreement during the period of the Agreement, without first securing the **CLERK's** written consent.

L. NOTICES

Notices by the **CLERK** shall be sent to the Firm's address shown on the Proposal or at the address provided to the **CLERK** in writing. The **CLERK's** representative will be the **CLERK's** Legal Counsel or designate. Notices to the **CLERK** shall be sent to:

Legal Counsel
c/o Clerk of Court & Comptroller
Clerk's Administration
P. O. Box 1110
Tampa, Florida 33601-1110

M. DESIGNATED REPRESENTATIVES

Contractor's designated representative is:

(Type Name)

Alternate Representative is:

(Type Name)

N. NON-INTERFERENCE WITH COUNTY OR STATE AGENCIES IN HILLSBOROUGH COUNTY

CONTRACTOR's performance of work under the Agreement must not interfere unnecessarily with the operation of any county or state agency in Hillsborough County.

O. SEVERABILITY

If any part of the Agreement is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties herein are not materially prejudiced and the intentions of the parties continue to be effective.

P. INSURANCE

During the Contract term, the **CONTRACTOR** at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract but, at minimum, those indicated in Attachment 9 of Part IV, entitled "Indemnification and Insurance Requirements". Providing and maintaining adequate insurance coverage is a material obligation of the **CONTRACTOR**. The **CONTRACTOR** shall provide certificates of insurance. The limits of coverage under each policy maintained by the **CONTRACTOR** shall not be interpreted as limiting the **CONTRACTOR's** liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

Q. MODIFICATION OF AGREEMENT

The parties agree that the terms, scope and conditions of the Agreement may be modified only in writing signed by authorized representatives of both parties.

R. GOVERNING DOMICILE

The Agreement and the performance hereof will be governed by the laws of the State of Florida. The venue of any action involving the Agreement will be in Hillsborough County, Florida and all legal proceedings relating to the subject matter of the Agreement shall be maintained in courts sitting within the state of Florida; further, the parties agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

S. FORCE MAJEURE, NOTICE OF DELAY AND NO DAMAGES FOR DELAY

The **CONTRACTOR** shall not be responsible for the delay resulting from its failure to perform if neither the fault nor the negligence of the **CONTRACTOR** or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the **CONTRACTOR's** control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the **CONTRACTOR**. In case of any delay the **CONTRACTOR** believes is excusable, the **CONTRACTOR** shall notify the **CLERK** in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the **CONTRACTOR** could not reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the **CONTRACTOR** first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the **CLERK**. The **CONTRACTOR** shall not be entitled to an increase in the Contract price or payment of any kind from the **CLERK** for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Proposer shall perform at no increased cost, unless the **CLERK** determines, in her sole discretion, that the delay will significantly impair the value of the Contract to the **CLERK**, in which case the **CLERK** may accept allocated performance or deliveries from the **CONTRACTOR**, provided that (1) the **CONTRACTOR** grants preferential treatment to the **CLERK** with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the **CONTRACTOR** for the related costs and expenses) to replace all or part of the products that are subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

T. SURVIVAL PROVISION

The terms and provisions of the Agreement that by their sense and context are intended to survive the performance thereof or hereof by either party or both parties hereto shall so survive the completion of performance and termination of the Agreement.

U. NO WAIVER

A party's failure to enforce its rights with respect to any single or continuing breach of the Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other subsequent breach.

V. TAXES

The **CLERK** is immune from paying any and all taxes. The **CONTRACTOR** agrees that all taxes levied will be the sole responsibility of **CONTRACTOR**. The **CLERK** will furnish **CONTRACTOR** with a Certificate of Exemption.

W. ENTIRE AGREEMENT

The foregoing, together with the Exhibits, Appendices, Attachments and the like which are attached hereto or otherwise incorporated herein, constitute the entire Agreement between the parties with respect to the subject matter contained herein. There are no other understandings, Agreements or representations expressed or implied respecting the Agreement and the services provided for herein.

X. RIGHT TO AUDIT

The **CONTRACTOR** will keep adequate records and supporting documentation applicable to this Contract. Said records and documentation will be retained by the **CONTRACTOR** for a minimum of five (5) years from the date of termination of this Contract or from the date of final payment under this Contract, whichever is longer (the "Record Retention Period"). The **CLERK** and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the **CLERK** deems necessary during the Contract Period and during the Record Retention Period. The Record Retention Period will be extended until audit findings are issued if an audit is initiated during the Record Retention Period. Such activity shall be conducted only during normal business hours. During the Record Retention Period, the **CLERK** shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the **CONTRACTOR** as concerns the aforesaid records and documentation.

Y. PUBLIC RECORDS REQUIREMENTS

The **CLERK** may terminate a Contract if the **CONTRACTOR** refuses to allow public access to all documents, papers, letters or other material made or received by the **CONTRACTOR** in conjunction with the Contract, unless the Records are exempt under Florida law.

- A. The **CLERK** is the custodian of all public records in paper or electronic form that are received or generated by the **CLERK** (or third parties at the **CLERK's** direction) in the performance of all Clerk duties. Pursuant to section 119.0701, Florida Statutes (2016), **CONTRACTOR** shall keep and maintain public records required by the **CLERK** to perform **CONTRACTOR's** services defined by this Agreement. The **CLERK's** custodian of public records is the **CLERK's** contract manager identified in the Contract documents. Successor **CLERK** custodians of public records will be promptly identified in writing to the **CONTRACTOR**.

- B. This Agreement adopts the definition of "Public records" contained in section 119.011(12), Florida Statutes (2016) and identifies the **CLERK** as a "Custodian of public records" as defined in section 119.011(5), Florida Statutes (2016).

- C. Upon request from the **CLERK's** custodian of public records, **CONTRACTOR** shall provide the **CLERK** with a copy of the requested records or allow the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the costs permitted by Chapter 119, Florida Statutes.

- D. **CONTRACTOR** shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term. At the end of the contract term, the **CONTRACTOR** shall transfer all public records (as defined herein) back to the **CLERK** and destroy any duplicate public records remaining in **CONTRACTOR's** possession. Thereafter, the **CONTRACTOR's** obligations under this paragraph 17 shall terminate.

- E. If the **CLERK** receives a public records request for a public record in the custody of the **CONTRACTOR** as identified above, the **CLERK** shall immediately notify the

CONTRACTOR of the request and the **CONTRACTOR** shall provide the requested records to the **CLERK** or allow the requested records to be inspected or copied within a reasonable time, but only after first redacting all exempt or confidential information contained within the requested records.

F. If **CONTRACTOR** does not comply with the **CLERK's** request for records, the **CLERK** shall enforce the contract provisions in accordance with the terms of this Agreement. Subsections (3) and (4) of section 119.0701, Florida Statutes are incorporated by reference into this Paragraph 17 of the Agreement and further define the obligations and penalties for **CONTRACTOR's** noncompliance with section 119.0701, Florida Statutes. IF THE **CONTRACTOR** HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **CONTRACTOR'S** DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 276-2029 ext. 4180, mangualm@hillsclerk.com, RECORDS CUSTODIAN, 601 EAST KENNEDY BLVD., 13TH FLOOR, TAMPA, FL 33601.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ATTEST:

WITNESS

CLERK:

By: _____

Pat Frank
Clerk of Court and Comptroller

ATTEST:

WITNESS

CONTRACTOR:

By: _____
(Authorized Corporate Officer or Individual)

(Printed Name of Signer)

(Title)

(Phone)

(Date)

PART VII

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this Request for Proposal, please return this form immediately to:

Hillsborough County Clerk of Court & Comptroller
Purchasing Department
P. O. Box 1110
Tampa, Florida 33601

We, the undersigned, have declined to bid on your Request for Proposal # 02/18 CLASSIFICATION AND COMPENSATION STUDY, for the following reasons:

- 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 an equivalent.
- Our product schedule would not permit us to perform.
- Unable to meet specifications.
- Specifications unclear (explain below).
- Remove the undersigned from the Clerk's bid list.
- Other (specify below).

The undersigned understands that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified Proposers for the Clerk's Purchasing Department.

PLEASE PRINT:

COMPANY NAME _____

COMPANY OFFICER _____

TELEPHONE NUMBER _____

DATE _____

SIGNATURE _____