

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

SEALED PROPOSAL • DO NOT OPEN

SEALED PROPOSAL NO.: 145-0035-NC (SS)

PROPOSAL TITLE : **ENGINEERING CONSULTING SERVICES -
CROSS BAYOU CANAL FLOOD CONTROL
IMPROVEMENTS**



DUE DATE/TIME: **January 29, 2015 @ 3:00 p.m.**

SUBMITTED BY: _____
(Name of Company)

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

Please Note:

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

<p>SUBMIT TO:</p>  <p>PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6TH FLOOR CLEARWATER, FL 33756</p>	<h1 style="margin: 0;">REQUEST FOR QUALIFICATIONS PROPOSAL PROFESSIONAL SERVICES- NON-CONTINUING</h1> <p>AS GOVERNED BY FLORIDA STATUTE 287.055</p>
<p>ISSUE DATE: December 19, 2014</p>	<p>PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED</p>
<p>TITLE: ENGINEERING CONSULTING SERVICES - CROSS BAYOU CANAL FLOOD CONTROL IMPROVEMENTS</p>	<p>RFP NUMBER: 145-0035-NC (SS)</p>
<p>SUBMITTAL DUE: January 29, 2015 by 3:00 P.M. <i>AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.</i></p>	<p>PRE-PROPOSAL DATE & LOCATION: NOT APPLICABLE</p>
<p>DEADLINE FOR WRITTEN QUESTIONS: January 14, 2015 BY 3:00 P.M. SUBMIT QUESTIONS TO: SUE STEELE, CPPB AT ssteele@pinellascounty.org Phone: 727 464-4776 Fax: (727) 464-3925</p>	
<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u></p> <p>Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p>	 <p>JOSEPH LAURO, CPPO/CPPB Director of Purchasing</p>

PROPOSER MUST COMPLETE THE FOLLOWING

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

PROPOSER (COMPANY NAME):	D/B/A
Mailing Address	City, State Zip
Company Email Address	Phone
Remit To Name (as Shown on Company Invoice)	Fax
Remit To Name (as Shown on Company Invoice)	Printed Contact Representative/Title/Email

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

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR

AUTHORIZED SIGNATURE	PRINT NAME & TITLE
-----------------------------	-------------------------------

RETURN THIS FORM WITH YOUR PROPOSAL

SECTION A - GENERAL CONDITIONS

1. SUBMISSION OF PROPOSAL:

- (a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.
- (b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- (c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- (d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- (e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

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

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

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

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all proposals or parts of proposals at any stage of the procurement process through the award of the contract.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive minor informalities or irregularities, or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

SECTION A - GENERAL CONDITIONS

4. COSTS INCURRED BY PROPOSERS:

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

5. ORAL PRESENTATION:

Based on the evaluation of the written proposals submitted, a minimum of three (3) highest ranked firms, (if at least three firms submitted and are deemed qualified to proceed) shall be shortlisted and may be invited to an oral presentation. The scores from the written evaluation phase will be carried forward (for shortlisted firms) and combined with scores from the oral presentation process for one total score potential of 2000 points. (1,000 points from the written and 1,000 points from the oral). The firm with the highest combined score shall proceed with the contracting process.

6. CONFLICT OF INTEREST:

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

Pinellas County Clerk of Circuit Court – Division of Inspector General

(727) 45FRAUD (453-7283)
Fax – 727-464-8386

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

10. RIGHT TO AUDIT:

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

SECTION A - GENERAL CONDITIONS

11. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

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

12. COUNTY INDEMNIFICATION:

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

13. TERMINATION:

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

14. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

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

15. LOBBYING:

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

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

SECTION A - GENERAL CONDITIONS

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

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

16. PROTEST PROCEDURE:

As per Section 2-162 of County Code

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

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

(c) *Requirements to Protest.*

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

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

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

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

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

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

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

SECTION A - GENERAL CONDITIONS

- (g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
- (h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.
- (i) *Review of Purchasing Director's decision.*
- (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.
- (2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.
- (j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

17. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

18. SERVICES AGREEMENT:

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

19. OWNERSHIP OF DOCUMENTS:

A. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this RFP are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

B. When such documents are provided to other parties, the Consultant shall ensure return of the County's property.

20. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be ground for immediate termination of the contract.

21. PROHIBITION AGAINST CONTINGENT FEE:

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

SECTION A - GENERAL CONDITIONS**22. TRUTH IN NEGOTIATIONS:**

The Consultant certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

23. JOINT VENTURES:

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

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

24. PAYMENT/INVOICES:

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

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

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

INVOICE INFORMATION:

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

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

SECTION A - GENERAL CONDITIONS

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

25. TAXES:

The County is exempt from all state and federal sales, use, transportation, and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the proposer and deemed to have been included in the RFP. The Laws of the State of Florida provide that sales and use taxes are payable by the proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the proposer and be deemed to have been included in the RFP.

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

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

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

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

1 Requesting department for this purpose is defined as the County department for whom the work is performed.

2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

SECTION A - GENERAL CONDITIONS

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

27. INSURANCE:

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Failure to provide the required insurance within a ten (10) day period following the award may result in the County to vacate the original recommendation and proceed with recommendation to the second highest ranked firm.

28. PUBLIC RECORDS/TRADE SECRETS:

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

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

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer /Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;
- (iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

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

SECTION B – SPECIAL CONDITIONS

Proposal Title: Engineering Consulting Services - Cross Bayou Canal Flood Control Improvements**Proposal Number: 145-0035-NC (SS)****1. PURPOSE:**

The purpose of this competitive process is to ensure Pinellas County compliance with Section 287.055 Florida Statutes known as the "Consultants' Competitive Negotiation Act" (CCNA). The CCNA establishes contracting procedures by which counties must select architects, professional engineers, landscape architects, and surveyors and mappers ("Professional Firms") for architectural, engineering, landscaping and mapping services ("Professional Services"). The CCNA process allows for professional firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the County.

2. PERIOD OF CONTRACT:

Services performed pursuant to this contract shall commence upon receipt of a purchase order and execution of agreement from the County and continue as necessary to perform and complete all the work required for the duration of the contract. Duration of the contract shall be for the period of three hundred thirty (330) consecutive calendar days from the Notice to Proceed commencement date for design phase and an additional seven hundred and thirty (730) days to retain the consultant through construction completion, unless otherwise indicated.

3. EVALUATION CRITERIA for Written Proposals:

Following is the criteria that will be used by the County to evaluate and score responsive and qualified written proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. A minimum of three (3) highest ranked firms (if at least three firms submitted and are deemed qualified to proceed) shall be shortlisted and invited to an oral presentation. The scores from the short listed firms are carried forward. Final ranking recommendation is based on the combined scores obtained for a total potential 2000 points.

a. Ability of Firm and its Professional Personnel. Willingness and Ability to Meet Schedule and Budget Based on Current and Projected Workload. **450 Points**

1. Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
2. Reviews the professional resources available to properly provide services as requested in the RFP document.
3. Reviews the project team to insure the team proposed contains all of the critical disciplines required.
4. Prime team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.
6. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
7. The submittal should demonstrate that the firm has adequate time available and personnel to compete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

b. Firm Experience with Projects of Similar Size and Past Performance **375 Points**

1. Reviews the firms experience with projects of similar size, type and scope and the performance on those specific projects.
2. The prime firm must have adequate, recent (within the past five years) experience with projects of similar type as defined in the RFP document.
3. Experience pertaining to specific Pinellas County projects may also be considered. Pinellas County staff shall not however furnish references for such projects.
4. The scope of services provided should represent projects that are similar to those defined in the RFP document.
5. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

SECTION B – SPECIAL CONDITIONS

c. Volume of Work Previously Awarded by the County**50 Points**

Pre-populated by the Purchasing Department, the purpose of this criterion is to effect an equitable distribution of contracts. This criterion is evaluated based on all CCNA Non-Continuing contracts value awarded to a firm during the two (2) previous completed fiscal years through to current date. The points are worth 5 percent of the overall points available and are distributed as follows:

\$0 - \$200,000 – five (5%) percent of points available

\$200,001 - \$400,000 – four (4%) percent of points available

\$400,001 – 600,000 – three (3%) percent of points available

\$600,001- \$800,000 – two (2%) percent of points available

\$800,001 - \$1,000,000 – one (1%) percent of points available

Over \$1,000,000 – zero (0%) percent of points available

Based on a typical 1000 point evaluation scoring process, a firm deemed to be in the \$0-\$200,000 category threshold would be allotted 50 points etc.

d. Minority Business Status**50 Points**

Provides points pre-populated by the Purchasing Department for minority business status as designated by the State of Florida. If the firm, or its sub contractors, is designated as a minority business by the State of Florida, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business status as per the State of Florida, zero (0%) percent of the points available are awarded.

e. Location**75 Points**

Provides points pre-populated by the Purchasing Department. Evaluates the location of the project team relative to Pinellas County including the prime firm and project manager. If firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties, 75 points are awarded. If not, no points will be awarded.

Total 1000 Points**4. EVALUATION CRITERIA for Oral Presentations**

The scores from the written evaluation phase will be carried forward (for the shortlisted firms deemed qualified to proceed) and combined with scores from the oral presentation process for one total score potential of 2000 points. The firm with the highest combined score shall proceed with the contracting process.

a. Understanding of Project /Firm Qualifications**500 Points**

1. Evaluation of the firm's understanding of the overall project including the scope of work which may include but is not limited to; studies performed that affect the project, key design elements and affect on the community involved..
2. Evaluation of the firm's qualifications and qualifications of the individuals proposed for the project including the project manager and staff of the firm to be assigned. Qualifications shall include but not be limited to experience with similar projects, management experience, firm experience etc.

b. Ability to Provide Required Services Within the Schedule and Budget**300 Points**

Evaluation of the firm's overall approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance and quality control, issues and methods employed to avoid cost overruns and project delays.

c. Managerial Methods used to Plan, Design and Administer the Project**200 Points**

Evaluation of the overall approach to the project proposed by the firm and the appropriateness of the methods proposed to plan, design and administer the project in relation to the scope of work and County requirements.

Total 1000 Points

SECTION B – SPECIAL CONDITIONS

5. TIME LINE:

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

Date	
12/19/14	Advertising & Publishing RFP
1/14/15	Deadline for Questions/Clarifications
1/29/15	Proposals due in Purchasing by 3:00 p.m. Public ITB/RFP opening to follow immediately.
TBD	Evaluation of the RFP
TBD	Recommendation due to Purchasing from Department
TBD	Submit recommendation to Board for Award of Contract

6. INFORMATION PACKAGE:**Request for Letters of Interest for Professional Services As Governed by Florida Statute 287.055**

- 1) "Professional services" is defined as those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 2) An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).
- 3) A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

7. SUBMITTAL REQUIREMENTS:

Please review this document carefully. Offers that are accepted by the county are binding contracts. All documents and submittals shall be received by the Purchasing Department on or before date and hour specified for receipt (see page #1). Late proposals will be returned unopened.

Submittal of current SF-330 (federal Standard Form), Part I and II, with all sections completed. SF-330 can be obtained from U. S. General Services Administration (GSA) website - <http://gsa.gov/forms> , then select Standard Form on the menu and go to the 330.

The submittals shall be in the format of Standard Forms (SF) 330. The submittal shall be limited to one hundred (100) pages, must be in format of a 3 ring loose leaf binder. The selection of the firms will be based on the information provided on the forms and in the additional sections.

A contractor may submit a response as a prime and also be a subcontractor to another firm.

Note: Standard Form (SF) 330 - Part II should be submitted for each firm and for each subcontractor.

Submittal requirements must be indexed and listed in the order described below:

A. Introduction Tab

- 1) Letter of Interest by corporate office or principal of the firm.
- 2) Specific Professional services to be offered (please delineate each service your firm offers).
- 3) Table of Contents.

B. Tab 1 - Standard Form (SF) 330 – Part I & II

Should be a Maximum of 50 pages and fully completed as required by the law governing Standard Form (SF) 330.

Note: Information submitted in Tab 2 through Tab 6 should be a maximum of 50 pages.

SECTION B – SPECIAL CONDITIONS

C. Tab 2 - Statements and Documentation

- 1) Proof of licenses/certifications
- 2) Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.
- 3) Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html>. Must be active status.
- 4) Provide Certificate of Florida Small and Minority Business issued by the Florida State Office of Diversity, Department of Management Services (if applicable). **If not applicable please provide a statement to that effect.**
- 5) State and provide address, phone number, contact, etc., if firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties.

D. Tab 3 - Certificate(s) of Insurance.

Section C reflects the insurance requirements deemed necessary for this project by County Risk Management. It is not necessary to have this level of insurance in effect at the time of submission, but certificates indicating that the insurance is currently carried, or acknowledgment from the carrier indicating upgrade availability will speed the review process.

E. Tab 4 - Key Personnel Statement

Submit a statement that personnel listed in the submittal will be available for and shall be assigned to this project. Failure to produce the proposed key personnel may be grounds for dismissal.

- F. Tab 5-**
1. **Acknowledgment of Addenda (if applicable).**
 2. **W-9 Request for Taxpayer Identification Number and Certification**
 3. **Section D Vendor References**
 4. **Page 1, Signature Page of the RFP**

G. Tab 6 - Include any additional information to represent your firm for consideration.

Original letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may delay evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to perform as noted in the scope of services and also include information to allow for a clear understanding of past projects, especially in Florida, staff experience and abilities, and any additional information to present your firm for consideration.

An evaluation committee will review the information submitted. Once review is complete and the firm confirms the maximum ceiling for establishing a fee schedule, a recommendation to the Board of County Commissioners will be prepared. This contract will result in negotiated rates that will be fully loaded and will encompass all profit, markup, and local travel expenses. Award(s) resulting from this solicitation shall be subject to the provisions of Section 2-178, contracting for Designated Professional Services of the Ordinances of Pinellas County and Section 10 of the Purchasing Policies and Procedures of Pinellas County.

For questions and additional information, contact person indicated on page 1.

Letters of Interest will be evaluated using the criteria **listed in Item 3 of this Section**. Firms will be notified in writing if they have been selected in a reasonable time after submittal date.

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

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

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

SECTION B – SPECIAL CONDITIONS

Proposals shall be submitted in one (1) original paper document and **EIGHT (8)** electronic media copies CDs/DVDs or Travel Drives in PDF format. The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning so that the County can open, print, read and save the pdf file you have created. To ensure consistency, the electronic copy should be ONE file document and in the same order as the paper original. If this is not possible, the electronic copy files should be in the same order as the paper copy, with a directory listing of the files.

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

Instructions for Providing Files in PDF Format to Pinellas County Government

- A. Why does Pinellas County Government want all the documents as PDF files?**
Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.
- B. How do I convert my files to PDF format?**
Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
- C. Should I scan everything and save as PDF?**
Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR.)
- D. My document is a compilation of multiple sources. Should I send multiple PDF files?**
Answer- You may, however merging pages/files is a very simple process within PDF.
- E. How do I get my PDF files to Pinellas County Government?**
Answer- They may be provided on any medium that is compatible with a standard PC. A CD is generally the simplest method. Please label the CD with a listing of contents. Provide the files to whoever your Pinellas County contact is for the project you are working on. For PDF technical support, contact webadmin@pinellascounty.org .

Tips & Best-Practice Recommendations

File names should clearly identify the file. Avoid cryptic or extremely long file names.
 File names should not include spaces or special characters (stick to letters, numbers and dashes.)
 For example **MyCompany-bid-3000-oct-2012.pdf**

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

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

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

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

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

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

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

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

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

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

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

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

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$1,000,000
General Aggregate	\$1,000,000

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

SECTION D - VENDOR REFERENCES

**Proposal Title: Engineering Consulting Services - Cross Bayou Canal Flood Control Improvements
Proposal Number: 145-0035-NC (SS)**

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

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

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

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

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields below must be completed

1 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

2 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

3 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

4 _____

COMPANY NAME

CITY, STATE

CONTACT PERSON

TELEPHONE

FAX

EMAIL ADDRESS

SECTION E – SCOPE OF WORK**Proposal Title: Engineering Consulting Services - Cross Bayou Canal Flood Control Improvements****Proposal Number: 145-0035-NC (SS)****A. OBJECTIVE:**

The Pinellas County Board of County Commissioners, Pinellas County, Florida, is seeking the services of a professional consulting engineering firm interested and qualified to develop plans, acquire all environmental permits, specifications, cost estimates, and perform all other professional engineering services as may be required for design and during the construction of flood control and water quality improvements in the Cross Bayou Canal from 102nd Avenue North to 150th Avenue North. The project is located in Pinellas County, Florida and will be managed by the Office of Engineering and Technical Support. Improvements shall be designed in accordance with Pinellas County Standard, Pinellas County Ordinances, Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACOE) and the Federal Emergency Management Agency (FEMA) regulations for differing storm events (i.e., ten (10) year, etc.).

Links:

1. www.municode.com/library/FL/Pinellas_County/Code_of_Ordinances
2. <http://www.saj.usace.army.mil/Missions/Regulatory/OfficeLocations.aspx>
3. <http://www.swfwmd.state.fl.us/>
4. <http://www.fema.gov/>

B. BACKGROUND:

Pinellas County Department of Public Works is responsible for the maintenance of the County's roadways and drainage systems and for developing safe access and accommodating the travel needs of pedestrian traffic along its roadways.

The Cross Bayou Canal was constructed in 1916 to provide drainage improvements for Pinellas County. Background information regarding the Cross Bayou Canal Watershed may be reviewed at: <http://www.pinellascounty.org/environment/watershed/watershed-cross-bayou.htm>

C. SCOPE OF WORK:

The Consultant selected for this project shall provide plans; acquire permits; provide a habitat assessment and wetland determination; provide a soils investigation; topographic survey; right of way mapping; title work; develop construction specifications, cost estimates, and provide post design consulting services during the construction. Design will include the dredging, debris removal and exotic vegetation removal of approximately 16,500 linear feet of the Cross Bayou Canal from 102nd Avenue North to 150th Avenue North; and canal embankment erosion protection and improvements. The work shall be based on the Alternative 1 recommendation from the Alternatives Analysis Cross Bayou Watershed Management Plan for Pinellas County and the Southwest Florida Water Management District by Jones Edmunds & Associates, Inc. dated November 2013. The project shall be developed and delivered to the standards and expectations of submitting to the Institute for Sustainable Infrastructure (ISI) for a Bronze recognition or greater per the ISI Envision Infrastructure Rating System. The project shall also be developed to provide limited maintenance to the improvements and ensure that adequate access is available to maintain the improvements.

Description of the work and any attachments, exhibits, indexes, etc.:

Additional information related to this project is provided in the following attachments and can be downloaded from the purchasing website at <http://www.pinellascounty.org/purchase/CCNA.htm> under this proposal number.

SECTION E – SCOPE OF WORK

Engineering Reports

- Attachment 1 - Alternatives Analysis Cross Bayou Watershed Management Plan for Pinellas County and the Southwest Florida Water Management District by Jones Edmunds & Associates, Inc. dated November 2013.
- Attachment 2 – Draft Cross Bayou Canal Maintenance Project - Phase 1 Preliminary Feasibility Study by King Engineering dated October 18, 2012.

Required Deliverables:

- All required permits shall be obtained by the engineering consultant.
- Design Plans and Topographic Survey shall be prepared in accordance with AutoCAD® Civil 3D Pinellas County Kit Requirements. The plans shall be provided electronically, plus two (2) paper prints. The Final Plans shall be signed and sealed by a Florida Licensed Professional Engineer.
- All technical specifications required for construction.
- Engineer's estimates of probable construction costs submitted with each design stage submittal.

Estimated Project Timeline for Design Phase:

- Preliminary Design Technical Memorandum with 30% Plans. 90 Calendar days from Notice to Proceed.
- 60% completion 201 calendar days from Notice to Proceed.
- 100% completion 330 calendar days from Notice to Proceed.
- Approximately 21 days for County review.

D. DISCIPLINES REQUIRED INCLUDE BUT ARE NOT LIMITED TO:

- Landscape Architect
- Engineering Services: (Civil; Environmental; Geotechnical; Hydrogeological; Structural; Surveying; Transportation/Traffic)
- Mapping/GIS Services
- Construction Management Services

E. BUDGETARY ESTIMATE: \$740,000.00 inclusive of the design services outlined in the scope of work.

SECTION F –ELECTRONIC PAYMENT (ePayables)

Proposal Title: Engineering Consulting Services - Cross Bayou Canal Flood Control Improvements
Proposal Number: 145-0035-NC (SS)

Electronic Payment (ePayables)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program? Yes No
For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

Signature

Printed Signature

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form **W-9**

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Social security number

OR

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

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

Privacy Act Notice:

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

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

SECTION G – ADDENDA ACKNOWLEDGMENT FORM

Proposal Title: Engineering Consulting Services - Cross Bayou Canal Flood Control Improvements

Proposal Number: 145-0035-NC (SS)

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

ADDENDA NO.

SIGNATURE/PRINTED NAME

DATE RECEIVED

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

Information regarding Addenda issued is available on the Purchasing Department section of the County’s CCNA website at, <http://www.pinellascounty.org/purchase/CCNA.htm>

SECTION H – NO SUBMITTAL STATEMENT

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

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

We, the undersigned have declined to submit a proposal for RFP No. **145-0035-NC (SS) for Engineering Consulting Services – Cross Bayou Canal Flood Control Improvements**

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____