

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

**SEALED PROPOSAL • DO NOT OPEN**

SEALED PROPOSAL NO.: 090-0446-CN (AM)

PROPOSAL TITLE : CONSULTING SERVICES FOR  
MATERIAL TESTING  
SERVICES

DUE DATE/TIME: October 26, 2010 @ 3:00 p.m.

SUBMITTED BY: \_\_\_\_\_  
(Name of Company)

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

***Please Note:***

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, [www.pinellascounty.org/purchase/Current Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm) , from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

**SUBMIT TO:**

PINELLAS COUNTY BOARD OF  
COUNTY COMMISSIONERS  
400 S. FT. HARRISON AVENUE  
ANNEX BUILDING – 6<sup>TH</sup> FLOOR  
CLEARWATER, FL 33756



# REQUEST FOR PROFESSIONAL SERVICES- CONTINUING

**AS GOVERNED BY FLORIDA STATUTE 287.055 (See Attachment #2)**

**ISSUE DATE:**

**OCTOBER 1, 2010**

*PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE  
CONSIDERED*

**TITLE: CONSULTING SERVICES FOR MATERIAL TESTING SERVICES**

**RFP NUMBER:**

**090-0446-CN (AM)**

**SUBMITTAL DUE: OCTOBER 26, 2010 @ 3:00 P.M.**

*AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.*

**PRE-PROPOSAL DATE & LOCATION:**  
NOT APPLICABLE

**DEADLINE FOR WRITTEN QUESTIONS: OCTOBER 18, 2010 BY 3:00 P.M.**  
**SUBMIT QUESTIONS TO: AMELIA McFARLANE, CPPB AT [amcfarla@pinellascounty.org](mailto:amcfarla@pinellascounty.org)**  
**Phone: (727) 464-3149 Fax: (727) 464-3925**

**PLEASE TAKE SPECIAL NOTE OF  
THE LOBBYING CLAUSE ON PAGE  
4, PARAGRAPH 15. BY SIGNING  
THIS PAGE, YOUR FIRM AGREES  
TO ADHERE TO PINELLAS  
COUNTY'S RULES IN REGARDS TO  
LOBBYING.**

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

  
**JOSEPH LAURO,**  
CPPO/CPPB  
Director of Purchasing

**PROPOSER MUST COMPLETE THE FOLLOWING**

BY SIGNING THIS PROPOSAL FORM YOU ARE AGREEING TO ALL PROPOSAL TERMS AND CONDITIONS.

**BIDDER (COMPANY NAME):**

**D/B/A**

**Mailing Address**

**City, State Zip**

**Company Email Address**

**Phone**

**Fax**

**Remit To Name (as Shown on Company Invoice)**

**Printed Contact Representative/Title/Email**

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

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

**AUTHORIZED SIGNATURE****PRINT NAME & TITLE**

We, the above signed, hereby declare that no person or persons, firm or corporation, other than the above signed, are interested in this proposal, as principals, and this Proposal is made without collusion with any person, firm or corporation, and we have carefully to our full satisfaction examined the Special Provisions and form of Agreement and Bond, together with approved Plans and Specifications for the above described Project, and we have made a full examination of the location of the proposed Work and source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that quantities shown herewith are approximate only, and we will fully complete all necessary Work in accordance with Plans and, Specifications and requirements under the terms of the County, within the Agreement Amount and Agreement Period specified in this Proposal.

**SEE PAGE 14 SECTION E SCOPE OF WORK  
RETURN THIS PAGE 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 Section 119.07(3)(m), all proposals submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the 10-day period expires. **Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims shall be dispositively determined by a court of law prior to trade secret protection being granted.** Late proposals will not be accepted for any reason.
- 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.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

### 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.

**SECTION A - GENERAL CONDITIONS****5. ORAL PRESENTATION:**

An oral presentation of proposal is **not a requirement** but may be requested of any firm, at the Evaluation Committee's discretion.

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

**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 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..

**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

## SECTION A - GENERAL CONDITIONS

recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

- b) The successful proposer(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

### 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 Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
- d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

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

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

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

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

**SECTION A - GENERAL CONDITIONS****16. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

1.

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

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

(c) *Requirements to Protest.*

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

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

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

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

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

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

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

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

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

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

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

**SECTION A - GENERAL CONDITIONS****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 by collecting a deposit equal to the cost of reproduction.

**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 grounds 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.

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

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

**SECTION A - GENERAL CONDITIONS****24. PAYMENT/INVOICES:**

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

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



## SECTION B- SPECIAL CONDITIONS

### Proposal Title: CONSULTING SERVICES FOR MATERIAL TESTING SERVICES

Proposal Number: 090-0446-CN (AM)

#### 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 execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for the period of **thirty-six (36) months** from the date of execution of the agreement unless otherwise indicated.

#### 3. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and successful bidder, for an additional **twenty-four (24) month** period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

The County reserves the right to re-negotiate rates based on current market conditions.

#### 4. EVALUATION CRITERIA:

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

##### a. Ability of Firm and its Professional Personnel

**375 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.

##### b. Firm Experience with Projects of Similar Size and Past Performance

**350 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.

##### 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 contract value awarded to a firm during the two (2) previous completed fiscal years. 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

## SECTION B- SPECIAL CONDITIONS

\$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. Effect of the Firms Current and Projected Workload**

**125 Points**

1. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
2. The submittal should demonstrate that the firm has adequate time available and personnel to complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

**e. 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 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.

**f. Location**

**50 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, 50 points are awarded. If not, no points will be awarded.

**Total 1000 Points**

### **5. ITEMS TO BE RETURNED WITH PROPOSAL:**

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.

The Following Documents Shall Be Returned With Proposal:

- a) Standard Forms 330
- b) Certificate Of Florida Small and Minority Business issued by the Florida State Office of Diversity, Department of Management Services (if applicable)

### **6. TIME LINE:**

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

Date	
<b>October 1, 2010</b>	Advertising & Publishing RFP
<b>October 18, 2010</b>	Deadline for Questions/Clarifications
<b>October 26, 2010</b>	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
<b>TBD</b>	Evaluation of the RFP
<b>TBD</b>	Recommendation due to Purchasing from Public Works and Transportation Department
<b>TBD</b>	Submit recommendation to Board for Award of Contract

**SECTION B – SPECIAL CONDITIONS****7. INFORMATION PACKAGE**

Per Florida Statute 287.055 the following applies and is required as applicable:

**1. Request for Letters of Interest for Professional Services As Governed by Florida Statute 287.055**

FS.287.055 (a) "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. Scope of Services**

The intent of this solicitation is to acquire a broad range of professional services for Pinellas County based on the definition of "Continuing Contract" in FS 287.055:

FS.287.055 (g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which estimated construction costs of each individual project under construction does not exceed \$2 million, for study activity if the fee for professional service for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

The services sought may include, but are not limited to:

- 1) Environmental
- 2) Geotechnical

The resulting "continuing contract" shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a "Fee Schedule" and any additional negotiated services required within the scope of work.

"Fee Schedules" for the continuing contract shall be established based on data provided by Florida Department of Transportation (FDOT)

**3. SUBMITTAL REQUIREMENTS:**

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 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.

**SECTION B- SPECIAL CONDITIONS****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.

**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)
- 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.

**SECTION B- SPECIAL CONDITIONS****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.

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 loose leaf binder**. The selection of the firms will be based on the information provided on the forms and in the additional sections.

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. Hours per project and direct expenses will be negotiated. 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 4, page 7 and 8, of this Section**. Firms will be notified in writing if they have been selected in a reasonable time after submittal date.

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

## SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS

### I. INSURANCE REQUIREMENTS

- A. The Consultant shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of one (1) certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the Count, and listing all carriers issuing and policies; and (2) upon request, a certified copy of each policy including all endorsements. The insurance requirements shall remain in effect throughout the term of the contract.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
  - (2) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$1,00,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
  - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
  - (4) Professional Liability Insurance (including Errors and Omissions) with minimum limits of **\$2,000,000** per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Consultant shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Consultant of this requirement to provide notice.
  - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.
  - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
  - (4) **Pinellas County Board of County Commissioners shall be endorsed** to the required policy or policies as an additional insured, exclusive of Professional Liability Insurance and Worker's Compensation Insurance.
  - (5) Consultant hereby waives subrogation rights for loss or damage against the County.
  - (6) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-insured Retentions of whatever nature.

## SECTION D - VENDOR REFERENCES

**Proposal Title: CONSULTING SERVICES FOR MATERIAL TESTING SERVICES**  
**Proposal Number: 090-0446-CN (AM)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER TO REVIEW AND PROPERLY EVALUATE YOUR PROPOSAL.

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 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: CONSULTING SERVICES FOR MATERIAL TESTING SERVICES****Proposal Number: 090-0446-CN (AM)****A. OBJECTIVE:**

Pinellas County requires the support of engineering consultant(s) for a wide range of Geotechnical Engineering Services and administrative services to assist with numerous miscellaneous projects for the Capital Improvement Program (CIP) and other Pinellas County projects as required.

The consultant(s) shall function as an extension of Pinellas County's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the contract. The consultant shall minimize the County's need to apply its own resources to assignments authorized by Pinellas County. Pinellas County, at its option, may elect to expand, reduce, or delete the extent of each identified Scope of Work element in the finalized agreement provided such action does not alter the intent of the contract.

Any work to be performed by the successful consultant(s) shall be on an assignment-by-assignment basis. All work assignments shall be made by Pinellas County's Director of Public Works and Transportation or designee. Prior to any work assignments being made, based on mutual discussions between the Pinellas County and the successful consultant(s), the successful consultant(s) shall prepare a Proposal Letter for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by Pinellas County shall be in writing. The successful consultant(s) shall perform no work under the contract without written authorization. The successful consultant(s) shall agree to waive any claim for compensation for any work performed without written authorization.

**B. BACKGROUND:**

The contract will replace existing contracts for Material Testing Services for Countywide project areas.

**C. SCOPE OF WORK:**

The successful consultant(s) will support the materials testing requirements for the Pinellas County Public Works Capital Improvement Program (CIP) and other COUNTY projects as required. The consultant shall furnish all services, equipment, and manpower necessary for the each project/work assignment in accordance with the intent of the contract.

The Scope of Work includes, but may not be limited, to the following:

1. The successful consultant(s) shall perform testing services as required by Pinellas County. Items include, but are not limited to, sampling and testing construction materials for various Public Works projects in accordance with the most current versions of the American Society for Testing Materials (ASTM), Florida Department of Transportation (FDOT) and/or the American Association of State Highway and Transportation Officials (AASHTO) specifications for the required test.
2. The successful consultant(s) shall sample or pick up materials for testing in accordance with the most current version of ASTM, FDOT and/or AASHTO specifications for the required tests, or as directed by the Director of Public Works and Transportation or designee to perform the test, and to report the results to Pinellas County. The pick up of materials shall occur no later than within twenty-four (24) hours of the request but specifically at the required range of time specified by Pinellas County.
3. All testing and reporting activities shall be supervised by a Professional Engineer registered in the State of Florida. Based on the testing performed, the final reports shall contain but are not limited to the following:
  - a. Pinellas County Project Title and Project Identification Number on all reports.
  - b. Two (2) copies of the reports will be forwarded to the Pinellas County and one (1) copy to the Contractor. All testing reports are to be signed and sealed, per state statute, by a Professional Engineer.



### SECTION E – SCOPE OF WORK

- c. Identification of source of material tested, when applicable (Producer or Supplier).
  - d. Date test was performed.
  - e. Location of sample or test: to include station number and offset from centerline, when applicable.
  - f. If test or sampling is performed by Pinellas County, the name of the individual performing should be reported.
  - g. Accurate project specifications shall be included on all reports whenever applicable (This information can be obtained from project plans and specifications provided at the beginning of each contract or from FDOT Specifications).
  - h. Reports on concrete cylinder compression tests at seven (7) and twenty eight (28) day breaks. Concrete Cylinder Test reports shall include the following information:
    - 1. Project Title and P.I.D. Number
    - 2. Location: Structure identification (i.e. wall, footing, curb, sidewalk, etc.) station and offset from centerline
    - 3. Date: Cast
    - 4. Cast by: Individual's name
    - 5. Supplier: Name
    - 6. Design Strength: PSI @ 28 days
    - 7. Concrete: Class
    - 8. Slump: Inches
    - 9. Truck: Number
    - 10. Invoice: Number
    - 11. Mix: I.D. Number
    - 12. Time: Batch
    - 13. Time: Discharge from truck
    - 14. Water added on side: gallons
  - i. Soil field density reports include the optimum moisture content with the proctor value for each test.
  - j. The CONSULTANT will issue to the COUNTY'S Project Representative a FIELD DENSITY Report prior to leaving the project after field density tests are completed.
  - k. The CONSULTANT will use a speedy moisture to determine moisture content on all soil field density tests.
  - l. All Retests shall be identified on reports as such.
  - m. No additional charges or fees are acceptable for "Sample Pick-ups".
  - n. It is the responsibility of the Testing Laboratory to sample or pick-up materials for testing in accordance with applicable test method to perform the test and to report results to the COUNTY. The above referenced tests also include sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.
  - o. Invoices should show P.O. Number or P.I.D. Number, Project Title, Laboratory Number, Number of Tests, Unit Fees, Extensions, and a total amount billed to date and the amount due that invoice.
- 4. Contact and coordination of services shall be through Pinellas County's Director of Public Works and Transportation or designee to insure continuity of effort and communications. The successful consultant's communication with a Contractor or material supplier will be per Pinellas County's request if required to coordinate sampling.
  - 5. The methods and equipment used in obtaining the samples shall be consistent with the purposes for which the samples are to be obtained.
  - 6. The contract unit prices shown in exhibits attached to the agreement shall include the cost of all labor and materials used in collection samples, testing, and providing the report.
  - 7. Reports shall indicate pass, fail, and retest, when applicable.
  - 8. When applicable, prior to commencing of assignments under the contract, the successful consultant(s) shall call "SUNSHINE" for the verification of utility locations. The County shall not be responsible for the verification of utility locations. Where borings are required on private property, the successful

**SECTION E – SCOPE OF WORK**

consultant(s) shall provide reasonable notice to the property owner of intent in accordance with Florida Statute 336.274.

9. Field investigations, analyses, and data furnished to Pinellas County by the successful consultant(s) shall be fully adequate for the purposes of validating construction and the presentation of appropriate information to the contractor.
10. Traffic Control will be provided by Contractor, except as described in the contract.

The successful consultant(s) shall be responsible for the following:

1. The successful consultant(s) shall be held accountable for its work. They shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
2. The successful consultant(s) shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work performed by successful consultant(s) by Pinellas County will not relieve the successful consultant(s) of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
3. The successful consultant(s) shall represent that it has secured or will secure, at its own expense, all personnel necessary to complete the contract work; none of whom shall be employees of or have any contractual relationship with Pinellas County. Primary liaison with Pinellas County will be through the successful consultant(s)' Project Manager. All of the services required in the contract will be performed by the successful consultant(s) or under their supervision, and all personnel engaged in the contract work shall be fully qualified and shall be authorized or permitted under law to perform such services. The successful consultant(s) shall provide copies of all pertinent certifications for their Laboratory and Laboratory Technicians upon request by Pinellas County. The successful consultant(s) shall ensure that all Field Technicians keep copies of their current certifications in their vehicle for review by Pinellas County upon request.
4. The successful consultant(s) shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of a Professional Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the successful consultant(s)' Florida registered engineer.
5. The successful consultant(s) shall respond, in writing, to all review comments made by Pinellas County, within ten (10) days of their receipt, and shall incorporate appropriate adjustments resulting from the review exchange into revised reports.
6. Unspecified Works: Unspecified works are those that are in accordance with Section 287.055, F.S. whereby the Consultant provides services for projects that do not exceed \$2 million in construction costs, or \$200,000 in fees.
7. Specified Works: Specified works are those for identified projects required by the County that may exceed the limits established Section 287.055, F.S. whereby the Consultant provides services for projects that may exceed \$2 million in construction costs, or \$200,000 in fees. Works of a specified nature to be performed by the successful Consultant(s) during the course of the contract are detailed below:

a. Bryan Dairy Road- Starkey Road to 72<sup>nd</sup> Street

Testing services, to include sampling and testing construction materials in accordance with the most current version of American Society for Testing Materials (ASTM), Florida Department of Transportation (FDOT) and/or the American Association of State Highway and Transportation Officials (AAASHTO) specifications, for the reconstruction and widening of Bryan Dairy Road from a 4-lane divided to a 6-lane divided urban arterial roadway.

**SECTION E – SCOPE OF WORK**

## b. Keystone Road- US 19 to East Lake Road

Testing services, to include sampling and testing construction materials in accordance with the most current versions of American Society for Testing Materials (ASTM), Florida Department of Transportation (FDOT) and/or the American Association of State Highway and Transportation Officials (AASHTO) specifications for the reconstruction and widening of Keystone Road from 2-lanes to a 4-lane divided urban arterial roadway, including a segment of the Fred E. Marquis Trail.

## c. Road Resurfacing &amp; Rehabilitation Program

Testing services, to include sampling and testing construction materials in accordance with the most current versions of American Society for Testing Materials (ASTM), Florida Department of Transportation (FDOT) and/or the American Association of State Highway and Transportation Officials (AASHTO) specifications, for the resurfacing of Countywide arterials, collectors, and local unincorporated area subdivision streets.

**Proposers should also address the specified work listed in item 7 above in their response to the RFP. Proposals will be evaluated using the criteria listed in Item 4, page 8 and 9, of Section B of the RFP.**

## W-9 REQUEST FOR TAXPAYER NUMBER AND CERTIFICATION

**Proposal Title: CONSULTING SERVICES FOR MATERIAL TESTING SERVICES**  
**Proposal Number: 090-0446-CN (AM)**

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.

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

**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](http://www.pinellascounty.org/purchase).

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Signature

**W-9 REQUEST FOR TAXPAYER 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) ▶ .....☐ Other (see instructions) ▶☐ Exempt  
payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number

or

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

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

Date ▶

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

Detach on the perforation

**Section 119.071(5), Florida Statutes Notice:**

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

**Privacy Act Notice:**

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

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

**SECTION G – ADDENDA ACKNOWLEDGMENT FORM**

**Proposal Title: CONSULTING SERVICES FOR MATERIAL TESTING SERVICES**  
**Proposal Number: 090-0446-CN (AM)**

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

**ADDENDA NO.****SIGNATURE/PRINTED NAME****DATE RECEIVED**


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

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, [www.pinellascounty.org/purchase/Current\\_Bids1.htm](http://www.pinellascounty.org/purchase/Current_Bids1.htm) , listed under category 'Current Bids'. You will be directed to DemandStar.com

## SECTION H - STATEMENT OF NO PROPOSAL

**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. **090-0446-CN (AM for CONSULTING SERVICES FOR MATERIAL TESTING SERVICES)**

Specifications too "tight", i.e., geared toward one brand or manufacturer only  
(explain below).

- \_\_\_\_\_ Insufficient time to respond to the Request for Proposal.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet Bond requirement.
- \_\_\_\_\_ Specifications unclear (explain below).
- \_\_\_\_\_ Unable to Meet Insurance Requirements.
- \_\_\_\_\_ Remove Us from Your "Notification List" Altogether
- \_\_\_\_\_ Other (specify below).

REMARKS:

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

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPED NAME OF ABOVE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

## Maximum Continuing Contract Fee Schedule Acceptance

In order for a "Continuing Contract" to be established with Pinellas County, Florida a fee schedule must be established. **The Purchasing Department on behalf of Pinellas County will accept a "Fee Schedule" as published by Florida Department of Transportation (FDOT). These fees may change and Consultants are responsible for confirming that the fee schedule is in conformance with that published by FDOT.**

Individual Task Orders will be negotiated with the "Fee Schedule" as a "ceiling".

☐ **Yes, the FDOT "Fee Schedule" formula is acceptable.**

Firms who do not accept the FDOT "Fee Schedule" may be deemed to be non-response to the County's requirement

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Signature

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Title



**FLORIDA STATUTES****287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.--**

(1) SHORT TITLE.--This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.--For purposes of this section:

(a) "Professional services" means 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.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the total amount paid by the agency for professional services.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which estimated construction costs of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional service for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and

## ATTACHMENT #2 – PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

### (3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.--

(a) Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE (\$250,000) or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO (\$25,000), except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

### (4) COMPETITIVE SELECTION.--

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE (\$250,000) or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$25,000).

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

**(5) COMPETITIVE NEGOTIATION.--**

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR (\$150,000), the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

**(6) PROHIBITION AGAINST CONTINGENT FEES.--**

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) **AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.**--Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) **STATE ASSISTANCE TO LOCAL AGENCIES.**--On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) **APPLICABILITY TO DESIGN-BUILD CONTRACTS.**--

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will subsequently establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.--Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.--Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

**History.**--ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387.

**287.017 Purchasing categories, threshold amounts; procedures for automatic adjustment by department.**

(1) The following purchasing categories are hereby created:

- (a) CATEGORY ONE: \$15,000.
- (b) CATEGORY TWO: \$25,000.
- (c) CATEGORY THREE: \$50,000.
- (d) CATEGORY FOUR: \$150,000.
- (e) CATEGORY FIVE: \$250,000.

(2) The department shall adopt rules to adjust the amounts provided in subsection (1) based upon the rate of change of a nationally recognized price index. Such rules shall include, but not be limited to, the following:

- (a) Designation of the nationally recognized price index or component thereof used to calculate the proper adjustment authorized in this section.
- (b) The procedure for rounding results.
- (c) The effective date of each adjustment based upon the previous calendar year data.

**History.**--ss. 5, 13, ch. 86-204; ss. 12, 34, ch. 90-268; s. 3, ch. 96-236; s. 17, ch. 98-65; s. 75, ch. 98-279; s. 43, ch. 99-399; s. 9, ch. 2002-207.

# PROFESSIONAL SERVICES CONTINUING SERVICES SAMPLE AGREEMENT

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**SAMPLE AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

AGREEMENT FOR PROFESSIONAL \_\_\_\_\_ SERVICES FOR  
\_\_\_\_\_ Department

THIS AGREEMENT, entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and \_\_\_\_\_, with offices in \_\_\_\_\_, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY \_\_\_\_\_ Department requires **PROFESSIONAL \_\_\_\_\_ SERVICES** associated with \_\_\_\_\_ on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL \_\_\_\_\_ SERVICES requisite to the management needs of the COUNTY \_\_\_\_\_ Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 2**  
**GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

**2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES**

**(Insert appropriate description of services)**

**2.2 ASSIGNMENT OF WORK**

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of \_\_\_\_\_ or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

**2.3 CONSULTING RESPONSIBILITIES**

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an \_\_\_\_\_ registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.



## 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

## 2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

## **SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT**

### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
  - A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
  - C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.

- E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings at a minimum of one each month.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by the Director of \_\_\_\_\_ or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
    - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
    - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

### 3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

## SECTION 4 PERFORMANCE SCHEDULES

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of \_\_\_\_\_ or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

## SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.

- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

## **SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 All progress reports and invoices shall be mailed to the attention of \_\_\_\_\_.

6.4 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CONSULTANT for correction.

## **SECTION 7 COMPENSATION TO THE CONSULTANT**

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For WORK Assignments where the scope can be reasonably defined and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to authorization of the WORK Assignment. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the WORK Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate WORK Assignments compensation shall be on an hourly rate basis. Compensation shall be for the actual work performed in accordance with the schedule of rate values attached to this AGREEMENT and incorporated herein as Exhibit A.

The above compensation rate (Exhibit A) shall be adjusted annually on the anniversary date of the AGREEMENT each year, by the percentage increase/decrease in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All Items, Base Period: 1982-84=100 for the 12 months prior. The COUNTY reserves the right to re-negotiate rates based on current market conditions.

**OR**

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a time and expense and/or reimbursable cost basis. Compensation shall be for the actual work performed in the following manner:

- 1. For the services of all the CONSULTANT'S personnel authorized to perform a Work Assignment, the COUNTY shall pay an amount equal to the

CONSULTANT'S direct labor costs as stipulated in Exhibit A times a multiplier of \_\_\_\_\_ for all actual hours of work performed.

For Overtime hours worked by the CONSULTANT'S personnel, the COUNTY shall pay an amount equal to the direct labor costs times a multiplier of \_\_\_\_\_ plus one-half of the direct labor cost amount.

Direct labor costs shall mean salaries and wages paid directly to the CONSULTANT'S personnel and does not include indirect payroll related costs or fringe benefits.

The multiplier shall include all fringe benefits, all business overhead, all profits, and all expenses except the following allowable actual expenses:

- a. Transportation expenses in connection with travel outside the Tampa Bay Metropolitan Statistical Area as defined by the U.S. Office of Management and Budget and are the result of the application of published standards to Census Bureau data. Travel expenses must be in accordance with section 112.061, F. S.
  - b. Long distance telecommunications.
  - c. Reproduction of documents.
  - d. Postage/document delivery charges.
  - e. Payment of permit fees on the COUNTY'S behalf.
2. For the services of any subconsultants authorized by the COUNTY, the COUNTY agrees to reimburse the CONSULTANT for actual costs plus five percent (5%). Copies of subconsultant invoices documenting actual cost must be submitted prior to payment. Subconsultant services could include, but not be limited to:
- a. Aerial Photography.
  - b. Geotechnical Investigations.
  - c. Land Survey Services.
  - d. Other Specialty Consultants.

7.2 The upset limit for all compensation to be paid under the maximum \_\_\_\_\_ (\_\_\_\_\_) year term of this Agreement is an amount not to exceed \_\_\_\_\_ dollars (\$\_\_\_\_\_). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit. This AGREEMENT contains \_\_\_\_\_ (\_\_\_\_\_) additional \_\_\_\_\_ (\_\_\_\_\_) term extension option, based upon performance, beyond the primary AGREEMENT period.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

## SECTION 8 TASK ORDERS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual task orders as needed throughout the AGREEMENT term; thus Task Orders require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

**SECTION 9**  
**ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS**

9.1 The CONSULTANT 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 to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT'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.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged.

**SECTION 10**  
**SATISFACTORY PERFORMANCE**

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S Director of \_\_\_\_\_ or designee.

**SECTION 11**  
**RESOLUTION OF DISAGREEMENTS**

11.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

11.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 12**  
**CONSULTANTS ACCOUNTING RECORDS**

12.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

### **SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement 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.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

### **SECTION 14 INSURANCE COVERAGE**

14.1 The CONSULTANT shall procure, pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the COUNTY of one (1) certificate of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy including all endorsements. The insurance requirements shall remain in effect throughout the term of the Agreement.

14.1.1 Workers' Compensation in at least the Limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.

14.1.2 Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

14.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the PROJECT with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage," CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

14.1.4 Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death,

and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

14.2 Each insurance policy shall include the following conditions by endorsement to the policy:

14.2.1 Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to COUNTY by certified mail to: Director of \_\_\_\_\_ or designee and the Director of Risk Management at 400 South Ft. Harrison Avenue, Clearwater, FL, 33756. CONSULTANT shall also notify COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said CONSULTANT from its insurer; and nothing contained herein shall absolve CONSULTANT of this requirement to provide notice.

14.2.2 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 CONSULTANT.

14.2.3 The term COUNTY in this Section 14 shall include the Board of County Commissioners, all its members, its officers, and employees while acting on behalf of Pinellas County.

14.2.4 Pinellas County shall be endorsed to the required policy or policies as an additional insured, exclusive of Professional Liability Insurance and Workers' compensation Insurance.

14.2.5 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the COUNTY to any such future coverage, or to the COUNTY'S Self-Insured Retentions of whatever nature.

14.3 The CONSULTANT hereby waives subrogation rights for loss or damage against the COUNTY.

**SECTION 15**  
**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS**  
**NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

**SECTION 16**  
**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 grounds for immediate termination of the contract.

**SECTION 17**  
**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 18**  
**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.

**SECTION 19**  
**INDEMNIFICATION**

19.1 The first ten dollars (\$10) of compensation received by the CONSULTANT pursuant to this contract represents specific consideration for the following indemnification: CONSULTANT 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 CONSULTANT; 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 CONSULTANT; 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.

19.2 To the extent permissible by 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.



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

## **SECTION 20 INTEREST ON JUDGMENTS**

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

## **SECTION 21 TERMINATION OF AGREEMENT**

21.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

21.2 Failure of the CONSULTANT 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.

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

21.4 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.

## **SECTION 22 AGREEMENT TERM**

22.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for \_\_\_\_\_ years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

22.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for ( ) additional ( ) year term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same.

## **SECTION 23 CONFLICT OF INTEREST**

23.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An

interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or CONSULTANTS who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

23.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

#### **SECTION 24 EXTENT OF AGREEMENT**

This Agreement represents, together with all Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

#### **SECTION 25 PUBLIC ENTITY CRIMES**

The CONSULTANT 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.

#### **SECTION 26 DOCUMENT COMPRISING CONTRACT**

The Contract shall include this Agreement for \_\_\_\_\_, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas COUNTY's Request for Professional Services and all of its addenda and attachments issued on \_\_\_\_\_;
- b. CONSULTANTS' proposal

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

**SECTION 27  
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman Date: \_\_\_\_\_

ATTEST:

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk Date: \_\_\_\_\_

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: \_\_\_\_\_  
Office of the County Attorney



October 21, 2010

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: CONSULTING SERVICES FOR MATERIAL TESTING SERVICES

PROPOSAL NUMBER: 090-0446-CN (AM)

PROPOSAL SUBMITTAL DATE IS REVISED TO: NOVEMBER 2, 2010 @ 3:00 P.M.

**ADDENDUM NO. 1**

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

**NOTICE IS GIVEN THAT THE SUBMITTAL DATE IS REVISED TO READ: NOVEMBER 2, 2010 AT 3 P.M.**

**QUESTION 1:**

Will this contract replace the current Pinellas County Public Works Construction Materials Services contract with the effective date of 08/04/2009? (Three year Contract with (1) three year renewal available through 2015).

**ANSWER 1:**

Yes.

**QUESTION 2**

If this contract is to replace the Public Works contract addressed in question 1...could you please inform us why this contract is being replaced?

**ANSWER 2:**

The contract is being replaced since this the new RFP contains updated testing requirement and adds a new test. Additionally this RFP have work of a specified nature listed.

**See Exhibit A for a listing that includes updated testing requirements, the additional test and reports that will be required under the contract. Other material testing requirements may be included during the course of the contract.**

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



**QUESTION 3:**

If this is a new contract different from the Public Works contract - What is the estimated/budgeted value of the contract per year? I am trying to understand the volume of work envisioned by the County.

**ANSWER 3:**

As indicated in Answer No. 1 this new contract replaces the existing one awarded in August 2009. The estimated value of the contract per year is not available at this time.

**QUESTION 4:**

Can you disclose who will be on the selection committee?

**ANSWER 4:**

The selection committee has not been chosen as yet.

**QUESTION 5:**

How many firms are anticipated to be selected?

**ANSWER 5:**

Per Florida Statute 287.055, for CCNA requirements no fewer than 3 firms deemed to be the most qualified shall be selected if at least three (3) firms respond. A specific number of firms to be selected depend on the County's requirements and the outcome of the evaluation scoring.

**QUESTION 6:**

On page 10 of 22 under scope of services it indicates that the services sought may include, but are not limited to Environmental and Geotechnical, is this correct?

**ANSWER 6:**

For further clarification please refer to the Scope of Work in Section E, pages 15 thru 18 of the RFP.

**QUESTION 7:**

Could you explain the format? On page 10 it states the submittal shall be in the format of SF 330. Does that mean that you only want us to submit a 330 form? Please explain.

**ANSWER 7:**

The submittal requirements are described in Item 3, on Pages 10 and 11 to include certifications, etc.

**QUESTION 8:**

Also the Tabs are unclear. The Submittal requirements must include indexed sections...which are indicated by A. B. C. D. E. F and G. but then are also called Tab 1 2 3 4 5 and 6. Please clarify.

**ANSWER 8:**

The Letters refers to the Section and the Tab number refers to the number of tabs that are required. The intent is so that the submittal is submitted in an orderly form with the items requested placed in the Sections and numbered by the tabs.

**QUESTION 9:**

The loose leaf binder format stated on page 10 is this a 3 ring binder?

**ANSWER 9:**

Any loose leaf binder with soft cover will suffice.

**QUESTION 10:**

1. Could you please tell me how many firms are going to be selected for this contract?
2. Also, who are the incumbents for materials testing?

**ANSWER 10:**

1. See Answer 5.
2. Ardaman & Associates, Inc., Nodarse & Associates, Inc., Professional Service Industries, Inc., Tierra, Inc., for the existing contract.

**QUESTION 11:**

Can you please clarify what the geotechnical and environmental services entail for the CMT RFQ.

**ANSWER 11:**

The geotechnical services include standard analysis of materials and soils for determination of densities and strength (i.e., concrete cylinders, proctors, etc.) during the construction process.

**QUESTION 12:**

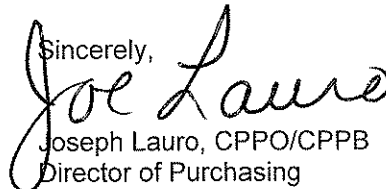
Can I get copies of the incumbents winning proposals?

**ANSWER 12:**

Copies of the incumbents winning proposals which are essentially Form 330s may be obtained by calling the Purchasing Department.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 21, under Addendum No. 1 and return with completed bid package.

Sincerely,  
  
Joseph Lauro, CPPO/CPPB  
Director of Purchasing

## Exhibit A

1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A
2. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting
3. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting
4. Field Densities (Sand Cone, AASHTO T-191)
5. Field Densities (Nuclear Method, AASHTO T-238)
6. Limerock Thickness Determinations
7. Limerock Thickness Determinations More (Than 10 1/2")
8. Limerock Bearing Ratio (FM 5-515)
9. Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis – Carbonate % (FM-5-514), Plastic Index (T-90)]
10. Turbidity Test (Nephelometric Method – 214-A)
11. Soil Cement Mix Design
12. Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)
13. Hour Technician Time (Monitoring Soil Cement Installation)
14. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136 -06)
15. Soils Classifications per ASTM D-2487
16. Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples) (FM 1-T238, ASTM D2950)
17. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above
18. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)
19. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)
20. Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)
21. Determining the PH of Soil and Water (FM1-T032)
22. Resistivity of Soil and Water (FM5-551)
23. Chloride in Soil and Water (FM 5-552)
24. Sulfate in Soil and Water (FM 5-553)
25. Chloride in Retaining Wall Soil Backfill (FM 5-556)
26. Specific Gravity of Coarse Aggregate – AASHTO T85-81
27. Turbidity Test (Saturday and Sunday work only) (Nephelometric Method 214-A)
28. Hand Auger Borings (per lineal foot)
29. Organic Content (FM 1T-267)
30. Standard Percolation Test
31. Corrosivity Series (Resistance, pH,  $So_4$ , CL) (FDOT Method)
32. Air Content of Fresh concrete (ASTM C173 or C231)
33. Beam Preparation (ASTM C31) of Fresh Concrete and Pickup
34. Laboratory Flexural Strength of Molded Beams (ASTM C78)
35. Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)
36. Coring of Hardened Concrete (ASTM C42)
37. Laboratory Compression of Concrete Cores (ASTM C39)
38. Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)
39. Los Angeles Abrasion (ASTM C535 – 09)
40. Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)

41. Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor (ASTM 6925)
42. For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)
43. Asphaltic Concrete Samples: Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (FM 5-563), Mechanical Analysis of Extracted Aggregate (FM 1-T030), and Maximum Specific Gravity of Bituminous Paving Mixtures (FM 1-T209). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.
44. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting core samples, lift separation, measuring thickness, and traffic control. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.
45. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores, lift separation, and measuring thickness. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.
46. Density of Bituminous Concrete Mixtures In-Place by the Nuclear Method (FM 1-T238). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.

Note: It is the responsibility of the Testing Laboratory to sample or pick-up materials for testing in accordance with applicable test method to perform the test and to report results to the County. The above referenced tests also include travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.