

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.: 112-0413-CN(AM)

PROPOSAL TITLE : Consultant Services- Airport  
Improvement Projects/ St. Petersburg/Clearwater  
International Airport

DUE DATE/TIME: July 30, 2012 @ 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 #1)

**ISSUE DATE:**

**JUNE 29, 2012**

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

**TITLE: CONSULTANT SERVICES- AIRPORT IMPROVEMENTS PROJECTS-  
ST. PETERSBURG/CLEARWATER INTERNATIONAL AIRPORT**

**RFP NUMBER:**

**112-0413-CN(AM)**

**SUBMITTAL DUE: JULY 30, 2012 @ 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AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.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: JULY 19, 2012, BY 3:00 P.M.**

SUBMIT QUESTIONS TO: AMELIA McFARLANE, CPPB AT 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 TERMS AND 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 16 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 Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.
- (b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- (c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- (d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- (e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

### 2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

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

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

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

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- 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), Disadvantaged Business Enterprise (DBE), 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 recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
- b) Unless specifically prohibited by Florida Law, the successful bidder(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.

## SECTION A - GENERAL CONDITIONS

### 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.

### 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.

**SECTION A - GENERAL CONDITIONS****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:**

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

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

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

**INVOICE INFORMATION:**

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

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

**Invoice Date** Creation date of the invoice

**Invoice Number** Company tracking number

**Shipping Address** Address where goods and/or services were delivered

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

**PO Number** Standard purchase order number

**Ship Date** Date the goods/services were sent/provided

**Quantity** Quantity of goods or services billed

**Description** Description of services or goods delivered

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

**Line Total** Amount due by line item

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

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

**25. TAXES:**

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



<b>SECTION A - GENERAL CONDITIONS</b>
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**26. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

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

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

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

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

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

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

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

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

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

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

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

## SECTION B – SPECIAL CONDITIONS

**Proposal Title: Consultant Services- Airport Improvement Projects-St. Petersburg/Clearwater International Airport**  
**Proposal Number: 112-0413-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 **sixty (60) months** from the date of execution of the agreement unless otherwise indicated.

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

**3. TERM EXTENSION(S) OF CONTRACT: N/A**

**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**

**400 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**

**400 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

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

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

## SECTION B – SPECIAL CONDITIONS

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 50 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	
TBD	Advertising & Publishing RFP
TBD	Deadline for Questions/Clarifications
TBD	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
TBD	Evaluation of the RFP
TBD	Recommendation due to Purchasing from Airport
TBD	Submit recommendation to Board for Award of Contract

**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

**SECTION B - SPECIAL CONDITIONS**

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:

**Architect****Landscape Architect****Engineering Services**

- 1) Civil
- 2) Electrical
- 3) Environmental
- 4) Geotechnical
- 5) Hazardous Waste
- 6) HVAC
- 7) Hydrogeological
- 8) Mechanical
- 9) Solid Waste
- 10) Structural
- 11) Surveying
- 12) Transportation/Traffic

**Mapping/GIS Services****Planning Services****Construction Management Services**

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.

**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.

**SECTION B- SPECIAL CONDITIONS**

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

**A. Introduction Tab**

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

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

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

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

**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.
- c) Provide Certificate of Florida Small and Minority Business issued by the Florida State Office of Diversity, Department of Management Services (if applicable). **If not applicable please provide a statement to that effect.**
- 4) 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 3 ring loose leaf binder**. The selection of the firms will be based on the information provided on the forms and in the additional sections.

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

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

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

Letters of Interest will be evaluated using the criteria **listed in Item 4, page 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 SIX copies.**

## SECTION D – VENDOR REFERENCES

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

<b>SECTION D - VENDOR REFERENCES</b>
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The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits

General Aggregate	\$ 2,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
Each Occurrence	\$ 1,000,000.00

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Per Accident	\$ 1,000,000.00
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(D) Professional Liability Insurance (Errors and Omissions) with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

General Aggregate	\$ 5,000,000.00
Each Occurrence or Claim	\$ 5,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.



## SECTION D – VENDOR REFERENCES

**Proposal Title: Consultant Services- Airport Improvement Projects-St. Petersburg/Clearwater International Airport**  
**Proposal Number: 112-0413-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: Consultant Services- Airport Improvement Projects-St. Petersburg/Clearwater International Airport  
Proposal Number: 112-0413-CN (AM)****A. OBJECTIVE:**

The Board of County Commissioners is seeking qualified firms to provide Architectural and Engineering services for Terminal Building and Airfield Improvements at the St. Petersburg-Clearwater International Airport (Airport).

**B. BACKGROUND:**

The County is letting this RFP to select successful firms who will provide continuous architectural and engineering services for anticipated projects. It is possible that five contracts will be negotiated through selected consulting firms to accomplish rehabilitations and improvements to Taxiways, Aprons, Terminal Building, and the conversion of Runway 9-27 into a Taxiway.

**C. SCOPE OF WORK:**

The anticipated projects are described as follow:

**1. Taxiway Improvements, Phase I and Phase II:**

- a. Two separate projects will include the rehabilitation or reconstruction of eleven existing asphaltic concrete taxiways, the elimination of one taxiway, and the creation of a new high-speed taxiway. The project taxiways include and are identified as A, B (south side), C, D, E, F, G, H, J, K, L, and M. (See Exhibit A).
- b. Each taxiway will require specific and complete evaluation to establish the most cost effective improvement for that taxiway. Investigations and engineering will include drainage analysis, signage, lighting, runway markings, geotechnical and topographic surveys, and design alternatives.
- c. Consultants will be responsible for the development of final construction plans and specifications and providing bid phase support as well as engineering support during the construction phase.
- d. All work shall meet Federal Aviation Administration criteria and Advisory Circular requirements.
- e. The project will be designed and constructed in two phases and in different fiscal years to accommodate available funding and to allow the taxiways to be logically grouped and scheduled to cause the least amount of disruption to Airport Operations.
- f. Consultants shall collaborate with the Airport to develop preliminary engineering reports, exhibits, and illustrations that detail investigative findings, recommendations, estimated construction costs and time frames, and the phasing of elements. Project submittals and presentations will be required at 30%, 60%, 90%, and 100% design stages.

**2. Apron Improvements:**

- a. The location of aprons that will be addressed by this project includes Aircraft Parking positions 7 through 11 (See Exhibit B).
- b. Engineering, design, production of construction plans and specifications, bid phase support, and design assistance during construction will be required to support the conversion of the existing asphaltic concrete apron to Portland cement concrete.
- c. Engineering analysis and design will include survey, drainage design, geotechnical investigation and reports, alternative designs, concrete pavement structural design, utilities location with conflict resolution, and pavement markings.
- d. Planning efforts will include developing phased construction to limit disruption to Airport Operations, and presentations to the Airport at 30%, 60%, 90%, and 100% development stages. Presentations at each stage will include estimated construction costs and time frames. Bid documents will require the accommodation of Airport security procedures.

## SECTION E – SCOPE OF WORK

### 3. Terminal Renovation, Phase III:

- a. The project includes the expansion of passenger holding areas at Gates 9 and 10. The selected firm will review previously developed terminal planning documents to insure that improvements are coordinated with both current and future building functions and constraints (See Exhibit B).
- b. Presentations will be required at 30% (including alternatives), 60%, 90%, and 100% design stages. Estimated construction costs and construction durations will be required at each stage. Engineering support of project during construction will be included.
- c. Final construction plans and specifications will guide the construction of a completely functional passenger holding area, including all light fixtures, ceiling, floor and wall finishes, restroom adjustments, utilizing existing HVAC capacity, fire notification and control, millwork, security elements, with all components meeting current Florida Building Codes.
- d. The project may also include the design and installation of a canopy for the ground transportation lot at the west end of the terminal building. This element will provide refuge from weather conditions and improve building aesthetics at that location.
- e. Other terminal improvements as funding permits.

### 4. Runway 9-27 Conversion to a Taxiway

Convert Runway 9-27 to a taxiway. Tasks include adjustments to existing asphalt, significant lighting changes, re-establishing airfield signage, removal of existing paint, new taxiway markings, new electrical supply lines and updated aviation related publications and documents (See Exhibit A). Engineering support of the project during construction will be included.

### 5. Project Locations and Estimated Costs:

Please note that some projects, as identified, are dependent upon availability of funding. The County reserves the right to waive services or request other services that may be deemed to be in the best interest of the Airport or determined necessary to complete work assignments. Funding estimates are based on available information at this time but may not accurately depict actual future design and construction costs. **Final cost will be negotiated for each project.**

#### TAXIWAY IMPROVEMENTS – PHASE I

Total Estimated Project Cost - \$6,310,000  
SEE ATTACHED EXHIBIT A

#### TAXIWAY IMPROVEMENTS – PHASE II

Total Estimated Project Cost - \$3,780,000  
SEE ATTACHED EXHIBIT B

#### TERMINAL APRON REHABILITATION – PHASE II

Total Estimated Project Costs - \$3,000,000  
SEE ATTACHED EXHIBIT B

#### TERMINAL RENOVATION PROJECT – PHASE III

Total Estimated Project Cost - \$3,000,000  
SEE ATTACHED EXHIBIT A

#### RUNWAY 9-27 RECONSTRUCTION

Total Estimated Project Cost - \$4,500,000  
SEE ATTACHED EXHIBIT A

**SECTION E – SCOPE OF WORK****6. Specific Requirements:**

- a. Upon completion of a project, the consultant shall deliver as-built drawings in AUTOCAD format to the Airport.
- b. The Consultant will be required to update the Airport Layout Plan and various aviation related publications and documents.
- c. Updated probable costs will be required at each project development stage.
- d. All projects are located within a high security area that requires consultants to have background checks, training, and badges.
- e. The taxiway projects include significantly varying rehabilitation needs. To develop the appropriate and specific rehabilitation for each taxiway, the project work will focus on initial investigations, analysis, testing, and the development of consensus with the Airport.
- f. Frequent interaction between the Consultant and the FAA on all taxiway project components, including funding issues, is a work requirement that will be established in the final agreements.

**SECTION F – INSTRUCTIONS FOR BID SUBMITTAL**

**Proposal Title: Consultant Services- Airport Improvement Projects-St. Petersburg/Clearwater International Airport**  
**Proposal Number: 112-0413-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 SIX copies.**

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (<http://www.flsenate.gov/Laws/Statutes/2011/607.1501>).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [www.sunbiz.org](http://www.sunbiz.org) for this information on how to become registered.

**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: Consultant Services- Airport Improvement Projects-St. Petersburg/Clearwater International Airport  
 Proposal Number: 112-0413-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%20Bids1.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. **112-0413-CN (AM)**

**Proposal Title: Consultant Services- Airport Improvement Projects-St. Petersburg/Clearwater International Airport**

- ☐ 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: \_\_\_\_\_



**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.

## ATTACHMENT #1 – PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

(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 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.

## ATTACHMENT #1 – PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

(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.

## ATTACHMENT #1 – PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

(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 COUNTY's designated Director 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 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

## **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 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 hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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 designated departmental Director or designed.

## **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**

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

### **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**  
**SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

**SECTION 20**  
**INDEMNIFICATION**

20.1 The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

20.2 Unless specifically prohibited by Florida Law, the successful bidder(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 21 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 22 TERMINATION OF AGREEMENT**

22.1 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.

22.2 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.

22.3 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.

22.4 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 23 AGREEMENT TERM**

23.1 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. The negotiated rates shall remain fixed for the first \_\_\_\_\_ year term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

23.2 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. Rates will be subject to negotiation based on current market conditions.

## **SECTION 24 CONFLICT OF INTEREST**

24.1 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.

24.2 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 25 EXTENT OF AGREEMENT**

This Agreement represents, together with the RFP, Addenda, the proposer's response, any 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 26 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 27 FEDERAL CONTRACT PROVISIONS**

If Federal Aviation Administration (FAA) funding is provided for the project, the Federal Contract Provisions per Attachment 1 are applicable.



**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

**ATTACHMENT 1**

**FEDERAL CONTRACT PROVISIONS**

## **Federal Provisions Required for all A/E Contracts**

### **CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

**1.1 Compliance with Regulations.** The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**1.2 Nondiscrimination.** The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**1.4 Information and Reports.** The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**1.5 Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.6 Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## **AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS**

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§26.13)** - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **[specify number]** days from the receipt of each payment the Consultant receives from **[Name of recipient]**. The Consultant agrees further to return retainage payments to each subcontractor within **[specify the same number as above]** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **[Name of Recipient]**. This clause applies to both DBE and non-DBE subcontractors.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

## **ACCESS TO RECORDS AND REPORTS**

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### **TRADE RESTRICTION CLAUSE**

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **Additional Federal Provisions Required for A/E Contracts exceeding \$10,000**

## **TERMINATION OF CONTRACT**

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**Additional Federal Provisions Required  
for  
A/E Contracts exceeding \$25,000**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY  
EXCLUSION**

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**Additional Federal Provisions Required  
for  
A/E Contracts exceeding \$100,000**

**BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.



July 5, 2012

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: **Consultant Services-Airport Improvement Projects/St.  
Petersburg/Clearwater International Airport**

PROPOSAL NUMBER: 112-0413-CN(AM)

PROPOSAL SUBMITTAL IS DUE: **JULY 30, 2012**

**ADDENDUM NO. 1**

Following is additional information, clarification, question and response relative to referenced Request for Proposal (RFP):

**QUESTION:**

I have read through the RFP for this project and it refers to Exhibit A. I cannot find Exhibit A - can you direct me?

**ANSWER:**

Please find an Exhibit A, along with an Exhibit B, which are referenced on Page 17 of the RFP. These two (2) pages shall become part of the RFP as referenced.

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 proposal package.

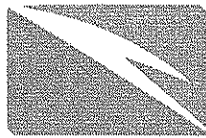
Sincerely,



Joseph Lauro, CPPO/CPPB  
Director of Purchasing

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



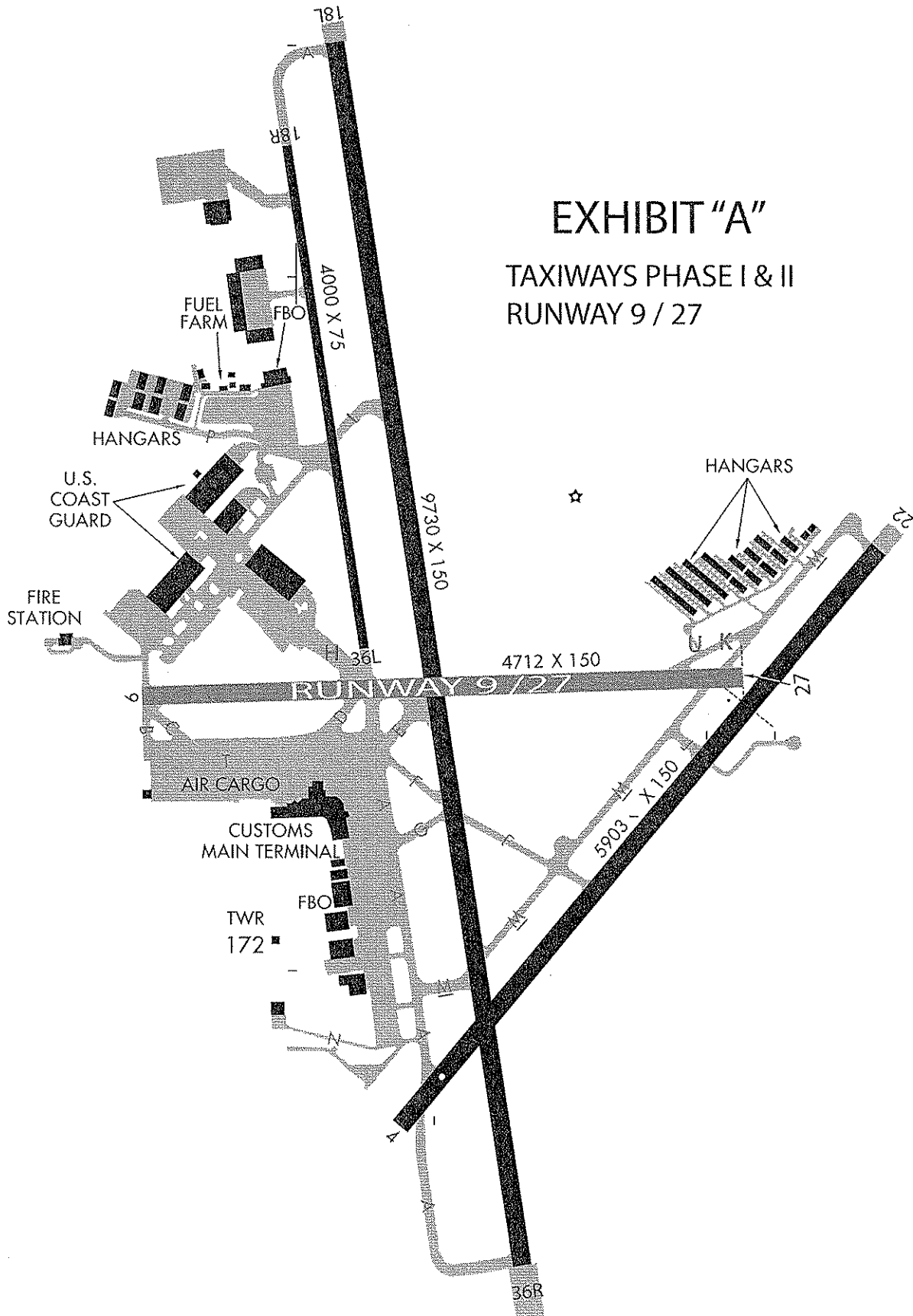


# St. Petersburg-Clearwater International Airport

® A Pinellas County Government Service

## EXHIBIT "A"

TAXIWAYS PHASE I & II  
RUNWAY 9 / 27





July 25, 2012

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: **Consultant Services-Airport Improvement Projects/St.  
Petersburg/Clearwater International Airport**

PROPOSAL NUMBER: 112-0413-CN(AM)

PROPOSAL SUBMITTAL IS DUE: **JULY 30, 2012**

**ADDENDUM NO. 2**

Following is additional information, clarification, question and response relative to referenced Request for Proposal (RFP):

**QUESTION 1:**

Bayside is interested in submitting for the above contract and want to clarify scope of services. Do we submit based on the services that Bayside offers specifically or do we need to include subconsultants in

Architect  
Landscape Architect  
Engineering Services  
1) Civil  
2) Electrical  
3) Environmental  
4) Geotechnical  
5) Hazardous Waste  
6) HVAC  
7) Hydrogeological  
8) Mechanical  
9) Solid Waste  
10) Structural  
11) Surveying  
12) Transportation/Traffic  
Mapping/GIS Services  
Planning Services  
Construction Management Services

order to cover all services listed on page 10?

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)



**ANSWER 1:**

It is the requesting department's opinion that companies submitting proposals should have the capability to do any of the services listed as required by the named projects.

**QUESTION 2:**

Are we to pick the projects from page 17 of the RFP that we are interested in proposing on or are we proposing on all the projects listed?

**ANSWER 2:**

The requesting department informs that firms submitting proposals should demonstrate the training, talent, number of resources and experience to be able to accomplish any of the projects listed.

**QUESTION 3:**

Regarding RFP 112-0413-CN (AM) - St Pete-Clearwater Int'l Airport Consultant Services.  
The RFP states 50 points to be awarded for Minority Business Status; does this apply to the use of MBE/DBE subconsultants? Furthermore, are there requirements for use of MBE/DBE subconsultants?

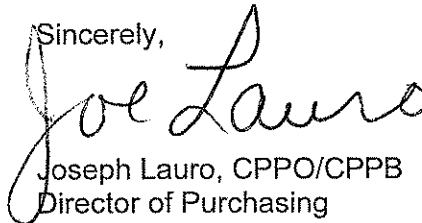
**ANSWER 3:**

The requesting department informs that with many of the engineering consultants having to partner with sub-consultants to adequately cover all of the needed fields of expertise and with that approach being acceptable to the County, those firms are allowed to include their sub-consultants as part of their MBE/DBE requirements.

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.2, and return with completed proposal package.

Sincerely,

A handwritten signature in black ink that reads "Joe Lauro". The signature is fluid and cursive, with the first name "Joe" and last name "Lauro" clearly distinguishable.

Joseph Lauro, CPPO/CPPB  
Director of Purchasing