



## Highland Lakes Force main Replacement - Professional Engineering Services

 **Solicitation**

 **UTILITIES**

 91164, 91172, 91327, 91340, 91345... show all

**Project ID:** 25-0210-RFQ-CCNA

**Release Date:** Thursday, February 20, 2025

**Due Date:** Thursday, March 20, 2025 3:00pm

 **Posted**  Thursday, February 20, 2025 8:18am

*All dates & times in Eastern Time*

[Edit](#)  [Preview](#) 

### 1. Notice

*Add optional description to section*

#### REQUEST FOR PROPOSAL

Contract Analyst Coordinator

CCNA PROFESSIONAL SERVICES - Non-Continuing

#### SUBMITTALS ARE OPENED PUBLICLY AND

ARE ACCEPTED VIA OPENGOV

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."

**ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE QUESTION & ANSWER SECTION.**

**SOLICITATION MEETINGS:** Site Visit: None; Pre-Conference: None

**SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.**

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for contractor/vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement (<https://procurement.opengov.com/signup>) to participate in active County solicitations.

Should you need technical assistance with OpenGov, the following options are available for assistance:

Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday

Email: [procurement-support@opengov.com](mailto:procurement-support@opengov.com)

Chat is available in the OpenGov application

Web: <https://help.procurement.opengov.com>

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted to <https://procurement.opengov.com/portal/pinellasfl>.

Confirmation of receipt of addenda is required in OpenGov.

AUTHORIZED BY:

Merry Celeste, CPPB

Director of Purchasing

### 2. General Conditions

*Add optional description to section*

#### 2.1. CONTRACTOR SUBMISSION

Submittals shall be uploaded utilizing OpenGov procurement website (<https://procurement.opengov.com/portal/pinellasfl>).

- A. Failure to comply could result in the submittal being rejected.
- B. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

## 2.2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

No oral interpretations will be made to any firms as to the meaning of specifications or any other contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda shall become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

## 2.3. 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 proposer that it believes will serve the best interest of Pinellas County.
- C. Pinellas County reserves the right to reject any or all submittals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within their delegated financial approval authority, or director of purchasing, within their delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of the agreement.
- D. Pinellas County reserves the right to cancel the entire Request for Proposal.
- E. Pinellas County reserves the right to remedy or waive minor informalities or irregularities, or immaterial errors in the Request for Proposal or in proposals submitted.
- F. Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

## 2.4. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparations and submissions to the County and any oral presentations, or any work performed in connection therewith, shall be borne solely by the contractor(s). No payment will be made for any responses received, or for any other effort required of, or made by, the contractor(s) prior to contract commencement unless otherwise specified in the Scope of Work in this solicitation.

## 2.5. ORAL PRESENTATION

An oral presentation may be requested of any contractor, at the Evaluation Committee's discretion. If an oral presentation is requested the written evaluation process shall be utilized to short list proposals. If required as part of the evaluation process, the oral presentation shall be scored as specified in the Evaluation Phases section of the RFP. The most qualified contractor as determined by evaluation process shall proceed with the contracting process.

## 2.6. CONFLICT OF INTEREST

- A. The contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The contractor further represents that no person having any such interest shall be employed during the agreement term and any extensions. In addition, the contractor shall not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- B. The contractor 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 contractor 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 contractor. The County agrees to notify the contractor of its opinion, by certified mail, within thirty days of receipt of notification by the contractor.
- C. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

## 2.7. WITHDRAWAL OF PROPOSAL

The submittal may be withdrawn prior to the opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

## 2.8. LATE PROPOSAL OR MODIFICATIONS

- A. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
- B. Modifications in writing received prior to the time set for the submittal will be accepted.

## 2.9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

## 2.10. RIGHT TO AUDIT

Pinellas County reserves the privilege of auditing a contractor's records as such records relate to purchases between Pinellas County and said contractor. Such audit privilege is provided for within the text of the Pinellas County Code §2-187. Records should be maintained for five (5) years from the date of final payment.

## 2.11. SCRUTINIZED COMPANIES AND PUBLIC ENTITIES CRIME ACT

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its response and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to respond to the solicitation and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

## 2.12. COUNTY INDEMNIFICATION

If the CONSULTANT is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

## 2.13. TERMINATION

- A. Pinellas County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor 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 sole discretion of Pinellas County.
- C. In addition to all other legal remedies available to the Pinellas County, the Pinellas County reserves the right to terminate and obtain from another source any services which have not been provided 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 request, as determined by the Pinellas County.
- D. In the event that sufficient budgeted funds are not available for a new fiscal period, the Pinellas County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal year period without penalty or expense to the Pinellas County.

## 2.14. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

The contractor shall perform this agreement. If a contractor intends to subcontract a portion of this work, the contractor must disclose that intent in the solicitation. No assignment or subcontracting shall be allowed without prior written consent of the County. 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 agreement, 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 an agreement to a contractor, which has disclosed its intent to assign or subcontract in its response to the solicitation, without exception shall constitute approval for purposes of this agreement. The contractor must inform the County in writing within forty-five (45) business days if the contractor's business entity's name changes. The contractor will bear all responsibility and waive any rights it may have to relief for any delay in processing a payment associated with the County's inability to issue payment to the contractor for a business entity name change that the County was not made aware of as reflected herein.

## 2.15. LOBBYING

"Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition ... is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is

otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or pose questions related to the procurement process.

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

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

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

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

## 2.16. PROTEST PROCEDURE

As per Section 2-162 of County Code

- A. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."
- B. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- C. Requirements to protest.
  - 1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
  - 2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
  - 3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."
  - 4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."
- D. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
- E. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."
- F. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."
- G. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
- H. "Review of director's decision."
  - 1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."
  - 2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."
- I. "Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

## 2.17. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS

Contractors shall use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the contractor, whether intentional or

otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a contractor wishes to propose must be clearly stated in the contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

## 2.18. AGREEMENT

In addition to being subject to all terms and conditions in this solicitation, all responses are subject to the terms and conditions in the agreement attached to the solicitation. Additional or modified terms and conditions in the agreement may be necessary depending on the responses to the solicitation, including any exceptions stated by the contractor as required by Section A, PREPARATION OF SUBMITTAL of this solicitation. However, the County may reject any exception proposed by the contractor and shall not be bound by any additional or modified terms and conditions that are in conflict with the terms and conditions in the agreement, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

## 2.19. OWNERSHIP OF DOCUMENTS

Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this solicitation 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 contractor shall be delivered by the contractor to the County at the conclusion of the project or the termination of the contractor's services.

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

## 2.20. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

## 2.21. PROHIBITION AGAINST CONTINGENT FEE

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

## 2.22. TRUTH IN NEGOTIATIONS

The contractor 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 agreement amount and any additions thereto shall be adjusted to exclude any significant sums where the County determines the agreement 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 agreement.

## 2.23. JOINT VENTURES

All contractors intending to submit 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 (see Section 489.119 Florida Statutes).

Joint ventures 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.

## 2.24. PAYMENT/INVOICES

Contractor shall submit invoices for payment 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

Email: ClerkConstructionAP@MyPinellasClerk.org

Each invoice shall include, at a minimum, the contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the contractors also include the information shown in below. The County may dispute any payments invoiced by contractor 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.

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

Invoice Date: Creation date of the invoice

Contractor Information: Company name, mailing address, phone number, contact name and email address as provided on the purchase order

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

Purchase order 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 line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge contractor 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).

## 2.25. TAXES

- A. The County is exempt from all state and federal sales, use, transportation and excise taxes. The Laws of the State of Florida provide that sales and use taxes are payable by the contractor upon the tangible personal property incorporated in the work and such taxes shall be paid by the contractor and be deemed to have been included in the solicitation.
- B. Payments to Pinellas County are subject to applicable Florida taxes.

## 2.26. 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 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 contractor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the contractor 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 contractor 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 contractor and the County about payment of a payment request or an invoice then the contractor 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 contractor's favor the County shall pay interest as of the original date the payment was due.
- G. Pursuant to sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including fees incurred as a result of an appeal to the prevailing party. This provision is applicable if the non-prevailing party held back payment that was the reason for the dispute without any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

## 2.27. INSURANCE

The contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of award may result in the County to vacate the original determination or recommendation and proceed with recommendation to another contractor.

## 2.28. PUBLIC RECORDS/TRADE SECRETS

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

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the contractors submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the contractor signature page, contractor acknowledges and agrees:

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

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

## 2.29. PUBLIC RECORDS – CONTRACTOR'S DUTY

**If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:**

**Pinellas County Board of County Commissioners**

**Purchasing and Risk Management Division**

**400 S. Ft. Harrison Ave, 6th Floor,**

**Clearwater, FL 33756**

**Public Records Liaison**

**Phone: 727-464-3237**

**Email: [mcchartier@pinellas.gov](mailto:mcchartier@pinellas.gov)**

## 2.30. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM

It is the policy of the Board of County Commissioners that SBE certified firms have the maximum opportunity to participate on County projects either as a prime or sub-consultant. To be certified as a Pinellas County SBE, firms must apply through Pinellas County Economic Development. To qualify for the SBE program, your firm must serve a commercially useful function; must be located in one of four (4) counties (Pinellas / Hillsborough / Pasco / Manatee) and have annual sales of goods and services not exceeding the maximum three (3) year average of three (3) million dollars for goods/services or gross revenues not exceeding eight (8) million dollars for construction and not exceed a maximum of three (3) year average of fifty (50) employees.

To apply for the SBE Program, please visit the Pinellas County Economic Development website at [pinellascounty.sbecompliance.com](http://pinellascounty.sbecompliance.com)

## 2.31. E-VERIFY

The contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

[+ Add Item](#)

### 3. Special Conditions

*Add optional description to section*

#### 3.1. INTENT

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.

#### 3.2. PERIOD OF CONTRACT

Services performed pursuant to this contract shall remain in effect for 855 Calendar Days consecutive calendar month(s) from the commencement date on the Notice to Proceed. This Agreement shall become effective on the date of execution of the Agreement.

#### 3.3. PRE-COMMENCEMENT MEETING

Upon award, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

#### 3.4. EVALUATION CRITERIA FOR WRITTEN PROPOSALS

Following is the criteria that will be used by the County to evaluate and score responsive written proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. If an oral presentation is requested, a minimum of 3 highest ranked firms (if at least three firms submitted and are deemed qualified to proceed) shall be shortlisted and invited to an oral presentation. The average written scores from the short-listed firms are carried forward. Final ranking recommendation is based on the combined average scores obtained for a total potential 2,000 points.

##### **A. Ability of Firm and its Professional Personnel. Willingness and Ability to Meet Schedule and Budget Based on Current and Projected Workload.**

###### **425 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 ensure the team proposed contains all of the critical disciplines required.
4. Prime team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.
6. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
7. The submittal should demonstrate that the firm has adequate time available and personnel to compete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

##### **B. Firm Experience with Projects of Similar Size, Past Performance, Understanding and Approach to Project 375 Points**

1. Reviews the firm's 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.
6. Evaluation of the firm's understanding of the overall project including the scope of work which may include but is not limited to: studies performed that affect the project, key design elements and effect on the community involved.
7. Evaluation of the overall approach to the project proposed by the firm and the appropriateness of the methods proposed to plan, design and administer the project in relation to the scope of work and County requirements.

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

Pre-populated by the Purchasing Department, the purpose of this criterion is to effect an equitable distribution of contracts. This criterion is evaluated based on all CCNA Non-Continuing contracts awarded to a firm during the two (2) previous completed fiscal years through to current date. The date utilized for establishing award shall be the date the Board of County Commissioners or County Administrator initially awards the contract. The points are

worth 5 percent of the overall points available and are distributed as follows:

\$0 - \$200,000 – 5% of points available  
 \$200,001 - \$400,000 – 4% of points available  
 \$400,001 - \$600,000 – 3% of points available  
 \$600,001- \$800,000 – 2% of points available  
 \$800,001 - \$1,000,000 – 1% of points available  
 Over \$1,000,000 – 0% of points available

Based on a typical 1,000-point evaluation scoring process, a firm deemed to be in the \$0-\$200,000 category threshold would be allotted 50 points etc.

#### D. Minority Business Status 25 Points

Provides points pre-populated by the Purchasing Department for minority business status as designated by the State of Florida. If the firm, or its sub-consultant, is designated as a minority business by the Florida State Office of Supplier Diversity, Department of Management Services, 2.5% of the total evaluation points are awarded. If the firm does not have minority business status as per the Florida State Office of Supplier Diversity, Department of Management Services, 0% of the points available are awarded.

#### E. Pinellas County Small Business Enterprise (SBE) Status 100 Points

Provides points pre-populated by the Purchasing Department for SBE status as designated by Pinellas County. To qualify, a firm or its sub consultants must be located in one of 4 counties (Pinellas / Hillsborough / Pasco / Manatee) and have annual sales of goods/services not exceeding the maximum 3 year average of 3 million dollars or gross revenues not exceeding 8 million dollars for construction and not exceed a maximum 3 year average of 50 employees.

Prime firm or sub-consultant must directly associate Small Business Enterprise (SBE) and be an integral part as defined by CCNA Florida Statute Section 287.055 and cannot consist of vendors or suppliers from office supply, printing services, etc.

If the prime firm is certified as a Pinellas County SBE, 100 points will be awarded. If the prime firm is not a certified Pinellas County SBE and utilizes 1 certified Pinellas County SBE as sub-consultant, 50 points will be awarded. If the prime firm utilizes more than 1 certified Pinellas County SBE as sub-consultant, 75 points will be awarded. Failure to utilize certified sub-consultants, as presented in your submittal and evaluated accordingly may affect future awards to your company. A prime firm or sub-consultant must be certified through Pinellas County Economic Development as an SBE prior to submission of your proposal document. If the prime firm nor any of its sub-consultants are not certified as a Pinellas County SBE, 0% of the points available will be awarded.

Proposer must provide complete SBE Status Form (Attachment A).

#### F. Location 25 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, 25 points are awarded. If not, no points will be awarded.

Total 1,000 Points

### 3.5. EVALUATION CRITERIA FOR ORAL PRESENTATIONS

An oral presentation may be requested at the evaluation committee's discretion. The average scores from the written evaluation phase will be carried forward (for the shortlisted firms deemed qualified to proceed) and combined with average scores from the oral presentation process for one total average score potential of 2,000 points.

#### A. Understanding of Project /Firm Qualifications 500 Points

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

#### B. Ability to Provide Required Services Within the Schedule and Budget 300 Points

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

#### C. Managerial Methods used to Plan, Design and Administer the Project 200 Points

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

**Total 1,000 Points**

### 3.6. INFORMATION PACKAGE

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

B. 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 [www.flsenate.gov/Laws/Statutes/2011/607.1501](http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

C. 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 [dos.myflorida.com/sunbiz/](http://dos.myflorida.com/sunbiz/) for this information on how to become registered.

### 3.7. 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 [www.gsa.gov/reference/forms](http://www.gsa.gov/reference/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 100 pages (includes ALL pages). The selection of the firms will be based on the information provided on the forms and in the additional sections.

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

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

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

**A. Introduction Tab**

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

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

1. Should be a Maximum of 50 pages and fully completed as required by the law governing Standard Form (SF) 330.
2. Please furnish a list of 10 projects, where multiple team members worked together, if possible, illustrating the proposed team's qualifications for performance pertaining to this project. The County does not request nor require an amount greater than 10 projects be submitted. Your firm will not be penalized if more than 10 projects are furnished as part of your submittal; however, submitting more than 10 projects will not provide your firm an advantage during the evaluation process.
3. 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: [dos.myflorida.com/sunbiz/](http://dos.myflorida.com/sunbiz/). Must be active status.
4. Provide Certificate of Florida Small and Minority Business issued by the Florida State Office of Supplier Diversity, Department of Management Services (if applicable).
5. Provide the Small Business Enterprise (SBE) Status Form
6. Provide certificate for each firm claiming Pinellas County SBE status, issued by the Pinellas County Economic Development (if applicable).
7. 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**

The Insurance Requirements section 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.

**A. 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.

**A. Tab 5 -**

1. Confirmation of receipt of Addenda (electronically received in Opengov preferred).
2. W-9 Request for Taxpayer Identification Number and Certification
3. Vendor References
4. Contractor Acceptance form including references and electronic payment
5. E-Verify Affidavit
6. Small Business Enterprise (SBE) Status Form

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

1. 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.
2. The submittals shall be in the format of Standard Forms (SF) 330. The submittal should be limited to 100 pages (includes ALL possible pages). The selection of the firms will be based on the information provided on the forms and in the additional sections.
3. 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.
4. 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.
5. For questions and additional information, contact Pamela Ulrich at [pulrich@pinellas.gov](mailto:pulrich@pinellas.gov).
6. Responses will be evaluated using the criteria listed in this solicitation. Firms will be notified in writing if they have been selected in a reasonable time after submittal date.
7. All proposals shall be signed by authorized principals of the firm.

### 3.8. PROPOSAL SUBMITTAL COPIES

The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning.

Instructions for Providing Files in PDF Format to Pinellas County Government

**A. How do I convert my files to PDF format?**

**Answer-** If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

#### B. Should I scan everything and save as PDF?

**Answer-** Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible\* under Federal ADA guidelines (\*unless the scans are OCR.)

#### C. My document is a compilation of multiple sources. Should I send multiple PDF files?

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

### 3.9. EQUAL OPPORTUNITY / GIFT & GRATUITY POLICY

Pinellas County is committed to a workplace, which is free from harassment or discrimination of any kind. All Contractors and their agents, while performing work and/or services pursuant to this Agreement, are expected to conduct themselves accordingly.

All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. Contractor agrees to cause all of its employees, subcontractors, consultants and other agents to honor this policy.

### 3.10. BREACH OF CONTRACT

Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.

[+ Add Item](#)

## 4. Insurance Requirements

*Add optional description to section*

### 4.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 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 VIII or better.

### 4.2. INSURANCE (Requirements)

A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).

**B. The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision and the Florida Department of Transportation shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.

D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDI Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.

1. 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 Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
- b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
- c. Provide that County and the Florida Department of Transportation will be an additional indemnified party of the subcontract;
- d. Provide that the County and the Florida Department of Transportation will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
- e. Provide a waiver of subrogation in favor of the County and the Florida Department of Transportation and other insurance terms and/or conditions
- f. Assign all warranties directly to the County; and
- g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

F. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
- 3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4. All policies shall be written on a primary, non-contributory basis.

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

#### 4.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

##### A. Limits

- 1. Employers' Liability Limits Florida Statutory
  - a. Per Employee \$ 500,000
  - b. Per Employee Disease \$ 500,000
  - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

#### 4.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

##### A. Limits

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

#### 4.5. POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE

For pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

A. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;

B. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

C. Cost of Cleanup/Remediation.

##### D. Limits

- 1. Per Claim or Occurrence \$ 1,000,000
- 2. General Aggregate \$ 1,000,000

E. For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage 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 Pollution Legal/Environmental Legal Liability and other coverage combined.

#### 4.6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

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

##### A. Limits

1. Each Occurrence or Claim \$ 2,000,000
2. General Aggregate \$ 2,000,000

B. 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.

#### 4.7. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

[+ Add Item](#)

### 5. Scope of Work

*Add optional description to section*

#### 5.1. OBJECTIVE/JUSTIFICATION

The purpose of this project is to engage a professional engineering firm to perform design services, including limited hydraulic modelling, permitting, bidding and post design services for the replacement of a 20" sanitary sewer force main located in North Pinellas County, on the west side of Lake Tarpon.

The 20" force main is in the Highland Lakes area of Palm Harbor. The replacement of the 20" force main begins near the intersection of Ridge Blvd. and Deer Run N., then northward to Lake Tarpon Drive, westward to the west side of U.S. 19 and ties into the existing 36" FM near Bee Pond Road at Pump Station 302.

The County seeks a Professional Engineering Services team to perform the work and provide project experience and qualifications for design and coordination with other professionals. This experience should be demonstrated in project history experience and in a technical approach to be provided in the response to this Request for Proposal (RFP).

#### 5.2. BACKGROUND

The force main described above has reached the end of its useful life. Ultrasonic thickness testing performed on the existing 20" Highland Lakes force main and was determined to have reduced pipe wall thickness in multiple locations as well. In recent years, the Highland Lakes force main has failed in several locations. The most recent failure occurred in June 2023.

#### 5.3. SCOPE OF WORK

This is an Engineer of Record (EOR) project with Preliminary Engineering including a Preliminary Engineering Report (PER) including 30 and 90 percent design submittal packages, Final Design, Permitting, Engineer's Opinion of Probable Construction Cost, Quality Control and Quality Assurance, Bidding Services and Post Design Services. The project may include the design of one or more wastewater pumping stations upgrades/modifications to connect these new wastewater collection systems to the North County Wastewater Collection System which conveys wastewater collection to the William E. Dunn Water Reclamation Facility.

##### Schedule

**Design Contract Schedule is up to 365 calendar days.**

**Bidding Services are estimated at 90 calendar days.**

**Post Design Services are estimated at 400 calendar days.**

A schedule for accomplishment of the Project shall be submitted that reflects the proposed elapsed time in days for completion of the preliminary engineering phase and the design phase. The schedule shall identify, and address accomplishment of each major milestone enumerated in the SCOPE OF WORK.

The schedule shall reflect the proposed elapsed time in days that the engineer will require for accomplishing the task, the estimated bidding duration, and the construction time. The duration of activities controlled by the county may be estimated and included in the schedule.

##### Invoicing Schedule

Within 30 days of receiving the notice to proceed/purchase order, the consultant shall provide a monthly burn rate that aligns with meeting milestones for the contracted timeframe.

##### **Task 1 – Project Management**

Project Management under Coordinate using public outreach: Coordinate with the Florida Department of Transportation (FDOT) regarding proposed project and alignment plans for the Highland Lakes Force Main.

The CONSULTANT will be responsible for general project administration, quality control and quality assurance, project coordination, preparation of miscellaneous correspondence, meeting agendas and summaries, maintain project documentation and coordinate services provided. Management shall include forecasting and tracking of budget and schedule, submitting monthly invoices along with updated schedule and project status report.

The primary objectives are to keep the project within scope, budget, of high quality and on schedule. The CONSULTANT's responsibilities include, but are not limited to:

- Maintaining project documentation.
- Preliminary engineering.
- Providing regular progress updates to the County.
- Conducting an analysis of all the items identified within the scope of work and preparing a detailed design.
- Design, permitting, Engineer's Opinion of Probable Construction Cost, and final construction contract documents for bidding.
- Wastewater hydraulic modeling and appending the county's PCSWMM wastewater collection system model with the proposed system modifications.
- Coordination of affected private and government agencies.
- Coordinate using public outreach with private property owners, businesses, municipalities, and the general public.
- Coordinate with the Florida Department of Transportation (FDOT) regarding proposed project and alignment plans for the Highland Lakes Force Main.
- Quality Control and Quality Assurance, project management, team resource budget and schedule control.
- Adherence to all Federal, State and local requirements
- Legal sketches if required for permanent utility easements.
- Land acquisition services if required.

#### **Task 2 – Preliminary Engineering and 30% Design**

The CONSULTANT will prepare a Preliminary Engineer Report (PER) containing preliminary engineering information for the project areas that outline the basis for design and identifies pre-design conditions, 30% Design Documents and Opinion of Probable Construction Cost (OPCC). This task will evaluate existing information sufficiently for the CONSULTANT to design these two force main replacements. Preliminary Engineering will include field work including survey, Geotechnical and ecological investigation Engineering, any required wetland delineation, Subsurface Utilities Engineering (SUE/soft dig), Field Survey(s), limited Hydraulic Model, public outreach assistance, meetings, and pre-application permitting meeting(s).

The CONSULTANT will be responsible to perform the following:

- Review and evaluate available background information.
- Identification of existing easements, plats and land records containing the project rights-of-way where construction will take place.
- Review other permitted and/or scheduled construction activities that may affect this project including but not limited to commercial/private construction.
- Identify and comment on any issues or opportunities arising from the review and obtain County concurrence on any issues related to design criteria or recommendations prior to beginning the design.
- Hydraulic modeling for the new Force Mains and appending the County's PCSWMM wastewater collection system model with these new/revised systems. Use the appended hydraulic model to confirm pipe sizes.
- Coordinate with the County any inspection and testing work of the existing wastewater collection system at the points of connection. Inspection work to be performed may include televising existing gravity mains, manhole inspections, pump station flow data, and if available, pump station draw down test data.
- Coordinate with other County departments including Facilities & Real Property Division for utility easement coordination and the Public Works Department for possible roadway or stormwater projects.
- Evaluate existing conditions along the proposed pipe installation route by site visitation. Consider current field conditions and any proposed site improvements and/or changes that may impact the project and recommended location of the proposed pipeline.
- Document the capacity and operational conditions for the pump station and force main transmission system facilities required for the project, and existing facility improvements, if required.
- Assist with identifying and procuring property or acquiring utility easements for new Force Mains
- Develop Preliminary Engineering Report (PER), 30% Design Documents and preliminary Engineer's Opinion of Probable Construction Cost that will be updated at each phase of design.

#### **Task 3 – Design Services – 90% and Final Design**

Based on the approved technical memorandum, the CONSULTANT shall prepare contract documents for the construction of the Project. Plan and profile drawings shall include the latest and appropriate COUNTY standard details, connection details, soil boring, survey information and required permits. Design shall include construction sequencing for making connections to the existing wastewater collection system without taking the existing system out of service. Design shall also include drawings, specifications, and recommended construction sequencing.

Contract documents shall include plans and specifications complete and biddable for construction, meeting regulatory requirements. In accordance with applicable industry standard of care, each set of plans for the Project shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished on reproducible material and in format acceptable to the COUNTY. Construction drawings shall be provided in electronic format using the Pinellas County CADD Kit for AutoCAD Civil 3D 2020, Version 1.0., format per Pinellas County CADD Standard Manual for Survey & Civil Engineering, using the most current COUNTY standards and formatting.

COUNTY standard specifications will be used to the fullest extent possible. Any required sections not covered by COUNTY standard specifications will be prepared by the CONSULTANT.

A 90% design will be submitted for review and comment through the COUNTY'S Project Production Team (PPT) process. Based on comments received, plans and specifications will be revised, and Final Design documents will be submitted for bid purposes.

Opinions of probable construction costs will be included with each submittal.

#### **Deliverables:**

- Civil 3D file and pdf (e-transmittal) of construction plans for each transmittal phase.
- All technical specifications required for construction of a project.

- QA/QC Plans, Project Schedules, Permits.
- Calculations and redlines upon request.
- Engineer's Estimate of Probable Construction Cost.
- 90% Design Plans and Specifications for COUNTY review and comment, digital format and up to five (5) hard copies.
- Final Design documents, digital format and up to five (5) hard copies.

#### Task 4 – Permitting

The CONSULTANT shall prepare and make applications (excluding fees), provide anticipated schedule for receiving permits, and provide any necessary responses to Requests for Additional Information (RAIs) for the following permits that may include, but not limited to:

- FDEP Construction Permit
- FDEP ERP Permit
- FDEP Noticed General Permit
- All potential permits including endangered species, wetlands, and Right of Way.
- Any Corp of Engineer Permit(s) that may be required.
- FDOT Permit

#### Task 5 – Bidding Services

Bidding Services includes assisting County staff with answering questions during the bidding process, assist in evaluating construction bids and recommendation of award.

#### Task 6 – Post Design Services

As the EOR, CONSULTANT will perform Post Design Services that includes shop drawing review and certification, responses to Request for Information (RFI), periodic construction field visits, and production of Record Drawings. Post Design Services **does not** include inspection or administration of construction activities.

#### Funding Requirements

The CONSULTANT will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may authorize a change in scope, or materials as required.

## 5.4. ATTACHMENTS

A. Reiss Engineering 11/2020 **Letter for Klosterman Road, Pinellas Trail, and Camelot Court Force Mains OPCC Palm Harbor Transmission Force Main Assessment/PID# 004263A**

B. Sample Agreement

C. Site Location Maps

## 5.5. DESIGN SCHEDULE

Three hundred sixty-five (365) Calendar Days

[+ Add Item](#)

## 6. Vendor Questionnaire

*Add optional description to section*

### 1. VENDOR QUESTIONNAIRE

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the responses; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

Additional documentation may be requested by the County to ensure contract compliance.

#### 1.1. CONTRACTOR ACCEPTANCE FORM\*

Download the below documents, complete, and upload.

[1.29.2024.Vendor.acceptance\\_\(1\).pdf](#)

\*Response required

#### 1.2. SUBMITTAL DOCUMENTS\*

Upload all other documents relating to this solicitation.

\*Response required