

## AGREEMENT

23-0482-P

This Agreement (the “agreement” or “contract”) is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and Joe Payne, Inc. DBA JPI whose primary address is 5995 S A1A, Melbourne, FL 32951 (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

### ***NOW THEREFORE, the Parties agree as follows:***

#### **A. Documents Comprising Agreement**

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
  - c. Solicitation Section 4, Titled Special Conditions – contained in Exhibit E
  - d. Solicitation Section 5, Titled Insurance Requirements – contained in Exhibit E
  - e. Exhibit C - Scope of Work
  - f. Exhibit D – Rate Sheet
  - g. Exhibit E – Solicitation – RFP# 23-0482-P Building & Development Review On-Call Services
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

#### **B. Term**

1. The initial term of this Agreement is for 24 months from the Effective Date. At the end of the initial term of this contract, this Agreement may be extended for one (1), additional twelve (12) month period(s), or such other renewal terms agreed to by the Parties.

#### **C. Pricing & Expenditures Cap**

1. Payment and pricing terms for the initial term are subject to the cost or fee schedule in Exhibit D – Rate Sheets attached hereto. Notwithstanding the above, County expenditures under the Agreement will not exceed sum of \$400,000.00 for the contract term, with an annual expenditure of \$200,000.00 per year, without a written amendment to this Agreement.

RFP # 23-0482-P

Title: BUILDING & DEVELOPMENT REVIEW ON-CALL SERVICES

2

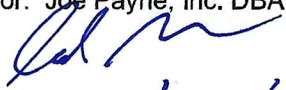
**D. Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: Joe Payne, Inc. DBA JPI

Signature:



Print Name and Title:

*Joseph Payne President*

Date:

For County: Board of County Commissioners

Signature:

Print Name and Title:

Date:

**APPROVED AS TO FORM**

By: Keiah Townsend

Office of the County Attorney

## Building & Development Review (BDRS) On-Call Services

### SCOPE OF WORK - BUILDING DIVISION

The CONTRACTOR shall provide plans examination, permit technician support services, and construction inspections consistent with the standards established by the BDRS building official. BDRS shall have the right to require the removal and replacement of any of the CONTRACTOR's staff whose work fails to maintain acceptable standards of quality, performance, appearance, or conduct. CONTRACTOR will replace any such employee with another who has sufficient knowledge and expertise to perform the services assigned in accordance with this agreement.

The CONTRACTOR's staff assigned to this agreement are to participate in virtual training for a period of 2-3 days for training of Pinellas County processes including but not limited to the County's Accela platform for both Building and DRS, Digital Plan Room SOP's, remote portal training, VuSpex training and DRS Engineering, and Environmental Site Plan/Building permit SOP's . Note – A stipend of \$500 per employee authorized by the County to attend virtual training, shall be paid to the CONTRACTOR upon successful completion of training. Once trained, the contract employees will be working remotely unless as directed by the County. Assignments will be sent via electronic method.

The CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the plans review and building inspection services as is ordinarily provided by such professionals under similar circumstances. If at any time during the term of this Agreement, or within one (1) year from the completion of the Services, it is determined that the CONTRACTOR's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the Building Official, the CONTRACTOR shall at CONTRACTOR's sole expense, immediately correct the work.

CONTRACTOR shall be liable for any incorrect, defective, or non-conforming work produced by CONTRACTOR, its employees, subcontractor's, or agents under this agreement.

#### **A. Permit Plan Review**

- Plans examination will be performed remotely via electronic access within the County's Accela platform.
- Electronic Plan Review (Digital Plan Room). Commercial & Residential Reviews.
- Multi-trade Plan Reviews including mechanical, electrical, plumbing, and structural.
- All building permit plan reviews for residential building permits shall include a zoning review for compliance with the Pinellas County Land Development Code. Zoning review for commercial building permits shall be performed as a separate task performed by a Zoning Technician.

- When applicable to a residential building permit (e.g. – new single-family residence, pool, etc.), this scope would include compliance with requisite setbacks, impervious surface coverage and applicable zoning standards. This scope will be included within the fixed cost for residential plan review.

## B. Permit & Zoning Technicians

- Support services by a Permit Technician associated with permit completeness, fee formulation, certificate of occupancy issuance and related services. These services will include the review of private provider filings.
- Support services by a Zoning Technician associated with commercial building permits including compliance with the Pinellas County Land Development Code, research of record file including past site plan approval if applicable, determination of a change of use if applicable and related considerations to determine if a site plan is required associated with the application.

When applicable to a commercial building permit (e.g., - building expansion, new pad building in shopping center, etc.) this scope would include compliance with requisite setbacks, FAR, and applicable zoning standards in addition to record research, determination of a change of use and whether a site plan threshold is triggered. This scope will be performed on an hourly basis by the zoning technician.

### Hours of Operation:

- Regular business hours: Monday - Friday, 7:30 AM- 4:30
- PM Weekends: Saturday and Sunday (only if authorized by the County)
- Holidays: County holidays as designated on the County's official calendar (only if authorized by the County)

## C. Inspection Services

Inspection services shall include but are not limited to the following:

1. Residential & Commercial Inspections
2. MEP Inspections
3. New Construction
4. Roof Inspections
5. Structural Inspections
6. Electrical
7. Plumbing
8. Mechanical
9. Certificate of Occupancy

10. Accessory Building
11. Fences - over 6 feet
12. Signs
13. Irrigation
14. Swimming Pools

Inspections will be performed in-person during normal working hours and commence at 8:30 AM to 4:00 PM, Monday through Friday, or as may be altered by mutual agreement. Inspection results will be immediately entered into the COUNTY Accela platform via an authorized ACA portal access. *Note- Virtual inspections are anticipated to commence within 2023 and will become a requested service to be provided by the CONTRACTOR. The pricing proposal includes both an hourly rate and fixed unit cost for virtual inspections based on this anticipated service activating in 2023.*

- BDRS will have the sole responsibility for scheduling; CONTRACTOR will be responsible for routing construction inspections.
- The CONTRACTOR will receive inspection requests by accessing permitting software. The CONTRACTOR will be responsible for reviewing job history and customer contact confirmation of inspection times when appropriate.
- The CONTRACTOR's employee will be responsible to post correction notices when necessary and annotating permit placards as necessary.
- The CONTRACTOR's employee will be responsible for contacting responsible parties to give information on all required corrections.
- The CONTRACTOR will be given access to the inspections and permitting system. The CONTRACTOR and/or CONTRACTOR's employee shall be required to review project job history and enter all inspection results and plan review comments as is necessary to complete job tasks. The CONTRACTOR shall report to the BDRS building official or their designee any condition that poses an immediate threat to public health, safety, or welfare, as defined by F.S. § 553.791.
- The CONTRACTOR shall submit a monthly record of all inspection verifications on a form acceptable to the BDRS building official. The record shall include the permit number, inspection type, inspection result, inspection address, and date of inspection. The CONTRACTOR shall affix their seal as required by F.S. § 553.791. The record will include a weekly breakdown of the name of each inspector utilized, the days of each billing week that inspector worked, and the number of inspections completed each day. A form may be provided by a BDRS building official.
- The CONTRACTOR shall furnish all equipment necessary to perform building code inspections, including but not limited to, cellular telephones, office supplies, personal protective equipment, 12- foot ladders, hand tools, flashlights, tape measures, electrical testing equipment, Florida Building Code books, and other items which may be required to complete each inspection.
- The CONTRACTOR shall be responsible for providing all vehicles required to perform the required services. The CONTRACTOR's vehicle shall be maintained to limit breakdowns and possible service interruptions. All fuels, oils, lubricants, and maintenance of the vehicles shall be the sole responsibility of the CONTRACTOR and must factor all such costs into their rate structure. Overtime

Hours: All work performed outside of regular business hours is considered Overtime. All overtime work must be approved by the Director of BDRS prior to any overtime being performed.

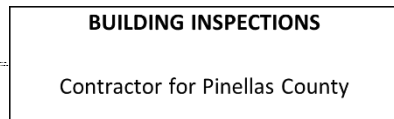
## COUNTY RESPONSIBILITIES

- BDRS will provide workstation(s) and a personal computer with database access. Employees assigned for plan examinations must have Accela Digital Plan Room and Microsoft Word experience and be proficient for required tasks.
- The BDRS building official, or their designee may visit any job site or review any plans examination to audit the CONTRACTOR's performance. Should any discrepancies be found, the CONTRACTOR will be notified and will be responsible to resolve the issues. Should it be discovered that the CONTRACTOR missed code violations of two or more inspections or plans examinations, the CONTRACTOR shall immediately meet with the BDRS director and building official for resolution and possible dismissal of services. At the discretion of the building official the amount equal to the cost of the inspection or plans examination may be credited to the COUNTY.

## SECURITY REQUIREMENTS

- Prior to award or at pre-commencement meeting, the CONTRACTOR shall submit an itemized list of employees showing their full name, address, telephone number, date, place of birth, and driver's license number, or an equivalent form of ID. In addition, copies of all competency licenses required to perform the services under this contract will be due. This list is to be kept current by the CONTRACTOR throughout the contract and submitted to BDRS upon any change.
- A Florida Department of Law Enforcement (FDLE) Certified Criminal History Record Check is required for every employee of the CONTRACTOR assigned to the contract. These employees must be approved prior to start of work. The CONTRACTOR is responsible for associated fees for these clearance reports.
- The Pinellas County Sheriff's Office (PCSO) shall have full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for the CONTRACTOR's employees. FDLE Certified Criminal History Record Check reports must be submitted and approved for replacement employees before entrance for duty can be authorized. The CONTRACTOR will provide FDLE reports to the BDRS building official or their designee five (5) days prior to beginning work.
- Photograph Identification (ID) badges will be required, and this initial ID will be provided by the COUNTY, at no cost to the CONTRACTOR. The ID badges will be issued after a favorable security clearance report has been received from FDLE. The CONTRACTOR shall make the employees available for ID badges on a schedule to be worked out by the BDRS staff. The CONTRACTOR's employees are required to sign each badge at the time of photographing.

- All CONTRACTOR employees are required to carry and wear ID badges when performing services under this contract or will not be allowed to work without. Any employee not carrying and wearing the ID badge will be cause for the COUNTY to suspend the employee until the ID badge is produced. The CONTRACTOR shall return all ID badges to the BDRS building official or their designee immediately upon employee termination or contract expiration. The CONTRACTOR will be responsible to the COUNTY for any work not completed as scheduled.
- The CONTRACTOR will notify the BDRS building official or their designee immediately when employee ID badges are lost or misplaced. It will be the responsibility of the CONTRACTOR to pay the COUNTY for the replacement of ID badges at the rate of \$10.00 for each ID badge.
- CONTRACTOR's vehicles shall be clearly identified with removable signs, furnished by the CONTRACTOR.
  - Example below:



- The CONTRACTOR shall not provide plans examination or inspection services upon any building or structure that was designed or constructed by the CONTRACTOR, or upon buildings or structures on which the CONTRACTOR may have a personal or financial interest.
- CONTRACTOR will be required to have their Building Contractor license put in inactive status with Florida Department of Business and Professional Regulation (DBPR).

### Assignment of Services

Prior to the commencement of work by the CONTRACTOR, the COUNTY shall specify the Unit of Measure (i.e. – fixed unit cost or hourly rate) that will be applied to the scope of services being performed. Invoicing will be based on the approved rate schedule.

### DELIVERABLES:

The delivery of specified services in the defined time durations for each specified service including but limited to building permit plan reviews, building permit inspections, site plan engineering and environmental reviews as follows:

#### **Building Division Plan Reviews**

- Residential Plan Reviews
  - 1st Review - three (3) business days
  - 2nd Review - two (2) business days
  - 3rd Review - two (2) business Days
  -

- Commercial Plan Reviews
  - 1st Review - five (5) business days
  - 2nd Review - three (3) business days
  - 3rd Review - two (2) business Days
  -
- Inspections
  - Next Day Service with inspections scheduled by 3:30 PM the previous day.



## BUILDING DEVELOPMENT REVIEW (BDRS) ON-CALL SERVICES

RFP NO. 23-0482-P

## RATE SHEET

JPI

## 1. Building Services - Plan Examining Services - Hourly Cost

Service	Type	UOM	Hourly Rate
Plan Examining	Residential - New Review	Per Hour	\$66.57
Plan Examining	Residential - Remodel Review	Per Hour	\$66.57
Plan Examining	Residential - Simple Review	Per Hour	\$66.57
Plan Examining	Commercial - New Multi-Trade (all trades) Review	Per Hour	\$66.57
Plan Examining	Commercial - New Single Trade Review	Per Hour	\$66.57
Plan Examining	Commercial - Remodel Multi-Trade (all trades) Review	Per Hour	\$66.57
Plan Examining	Commercial - Remodel Single Trade Review	Per Hour	\$66.57
Plan Examining	Commercial - Simple Multi-Trade (all trades) Review	Per Hour	\$66.57
Plan Examining	Commercial - Simple Single Trade Review	Per Hour	\$66.57
Plan Examining	Commercial - Single Trade Project Review	Per Hour	\$66.57

## 2. Building Services - Plan Examining Services - Fixed Unit Cost

Service	Type	UOM	Fixed Unit Cost
Plan Examining	Residential - New Review includes zoning review	Each	\$172.78
Plan Examining	Residential - Remodel Review includes zoning review	Each	\$141.87
Plan Examining	Residential - Simple Review includes zoning review	Each	\$130.59
Plan Examining	Commercial - New Multi-Trade (all trades) Review	Each	\$494.78
Plan Examining	Commercial - New Single Trade Review	Each	\$277.73
Plan Examining	Commercial - Remodel Multi-Trade (all trades) Review	Each	\$277.73
Plan Examining	Commercial - Remodel Single Trade Review	Each	\$277.73
Plan Examining	Commercial - Simple Multi-Trade (all trades) Review	Each	\$277.73
Plan Examining	Commercial - Simple Single Trade Review	Each	\$277.73
Plan Examining	Commercial - Single Trade Project Review	Each	\$277.73

\*For Commercial permit types shown as "all trades", the consultant shall include the review of four trades (Building, Mechanical, Electrical & Plumbing) as part of the Fixed Unit Cost provided.

## 3. Building Services - Inspection Services - Hourly Cost

Service	Type	UOM	Hourly Rate
Inspection (In-Person)	Residential - Building (all trades)	Per Hour	\$71.34
Inspection (In-Person)	Commercial - Multi-Trade (all trades) License	Per Hour	\$71.34
Inspection (In-Person)	Commercial - Single Trade	Per Hour	\$71.34
Inspection (virtual)	Residential	Per Hour	\$87.89
Inspection (virtual)	Commercial Multi-Trade (all trades) License	Per Hour	\$87.89
Inspection (virtual)	Commercial Single Trade	Per Hour	\$87.89

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**RATE SHEET**

**4. Building Services - Inspection Services - Fixed Unit Cost**

Service	Type	UOM	Fixed Unit Cost
Inspection (In-Person)	Residential - Building (all trades)	Each	\$71.34
Inspection (In-Person)	Commercial - Multi-Trade (all trades) License	Each	\$71.34
Inspection (In-Person)	Commercial - Single Trade	Each	\$71.34
Inspection (virtual)	Residential - Building (all trades)	Each	\$71.34
Inspection (virtual)	Commercial - Multi-Trade (all trades) License	Each	\$71.34
Inspection (virtual)	Commercial Singe Trade	Each	\$71.34

\*For Commercial inspection types shown as "all trades", the contractor shall invoice the fixed unit cost for each trade inspection.

**5. Building Services - Permit and Zoning Technician - Hourly Cost**

Service	Type	UOM	Hourly Rate
Permit Technician	Support services associated with permit completeness, fee formulation, certificate of occupancy issuance, and related services.	Per Hour	\$61.45
Zoning Technician	Support services by a Zoning Technician associated with commercial building permits including compliance with the Pinellas County Land Development Code, research of record file including past site plan approval if applicable, determination of a change of use if applicable and related considerations to determine if a site plan is required associated with the application.	Per Hour	\$61.45

**6. Development Review Services (DRS) - Engineering Services - Hourly Cost**

Service	Type	UOM	Hourly Rate
Engineering Consultin	Standard - Site Plan (includes zoning and full scope of site engineering).	Per Hour	\$91.74
Engineering Consultin	Complex - Site Plan (includes zoning and full scope of site engineering)	Per Hour	\$91.74

**7. Development Review Services (DRS) - Engineering Services - Fixed Unit Cost**

Service	Type	UOM	Fixed Unit Cost
Engineering Consultin	Standard - Site Plan (includes zoning and full scope of site engineering).	Each	\$494.78
Engineering Consultin	Complex - Site Plan (includes zoning and full scope of site engineering)	Each	\$494.78

**RFP NO. 23-0482-P**

**RATE SHEET**

8. Development Review Services (DRS) - Building Permit Review - Hourly Cost

<b>Service</b>	<b>Type</b>	<b>UOM</b>	<b>Hourly Rate</b>
Permit Review	Right-of-Way Use Permits	Per Hour	\$91.74
Permit Review	Waivers	Per Hour	\$91.74
Permit Review	Inspections	Per Hour	\$71.34

9. Development Review Services (DRS) - Environmental - Hourly Cost

<b>Service</b>	<b>Type</b>	<b>UOM</b>	<b>Hourly Rate</b>
Site Plans	Environmental/Habitat	Per Hour	\$91.74
Building Permits	Environmental/Habitat	Per Hour	\$91.74
Inspections	Environmental/Habitat	Per Hour	\$91.74

10. Development Review Services (DRS) - Environmental - Fixed Unit Cost

<b>Service</b>	<b>Type</b>	<b>UOM</b>	<b>Fixed Unit Cost</b>
Site Plans	Environmental/Habitat	Each	\$494.78
Building Permits	Environmental/Habitat	Each	\$494.78
Inspections	Environmental/Habitat	Each	\$494.78

RFP # 23-0482-P

Title: BUILDING & DEVELOPMENT REVIEW ON-CALL SERVICES


EXHIBIT E



# Building & Development Review (BDRS) On-Call Services

★ Solicitation

 BUILDING & DEVELOPMENT REVIEW SERVICES (BDRS)


 90900, 91158, 96109, 96847


**Project ID:** 23-0482-RFP

**Release Date:** Monday, March 13, 2023

**Due Date:** Thursday, April 6, 2023 3:00pm

 Posted  Monday, March 13, 2023 2:48pm

 Bid Unsealed Thursday, April 6, 2023 3:03pm

 Pricing Unsealed Thursday, April 6, 2023 3:03pm

*All dates & times in Eastern Time*

## 1. Notice

### **SOLICITATION**

*SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV*

RFP - Informal / Formal

23-0482-RFP

Building & Development Review (BDRS) On-Call Services

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

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

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

RFP # 23-0482-P

Title: BUILDING & DEVELOPMENT REVIEW ON-CALL SERVICES

EXHIBIT E

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:

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>. Receipt of addenda confirmation is required in OpenGov.

AUTHORIZED BY:

Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

 Information for Internal Use Only

**Budget Amount:**

\$900,000.00

**Budget Description:**

BDRS On-call Services

**Budget Account ID:**

0001.221010.5340001.1262 & 1030.222010.5340001.1263

 Post Information

**Posted At:**

Mon, Mar 13, 2023 2:48 PM

**Sealed Bid Process:**

Yes (Bids Unsealed / Pricing Unsealed)

**Private Bid:**

No

## 2. Introduction

### 2.1. Summary

The Building & Development Review Services (BDRS) Department is seeking to retain qualified full-service Architectural/Engineering firm(s) and/or Private Provider firm(s) as defined by F.S. 553.791 to provide on-call comprehensive professional services to support the Building Services Division operations and Development Review Services operations. The intent of this request for proposal (RFP) is to utilize one or more firm(s) to support BDRS operations on an "as-needed" basis such that the firm(s) may provide a single service (e.g. – building plan examining services) at one time or multiple services (e.g. – building inspection services and engineering site plan review) as demand warrants.

### 2.2. Contact Information

**Lucy Nowacki**

Lead Procurement Analyst

400 South Fort Harrison Avenue

Clearwater, FL 33765

Email: [lnowacki@co.pinellas.fl.us](mailto:lnowacki@co.pinellas.fl.us)

Phone: (727) 464-3766

**Department:**

BUILDING &amp; DEVELOPMENT REVIEW SERVICES (BDRS)

### 2.3. Timeline

Issue Date:

March 13, 2023

Pre-Conference Information (Non-Mandatory):

March 23, 2023, 4:00pm

Microsoft Teams Meeting

Join on your computer, mobile app or room device

Meeting ID: 215 500 688 457

Passcode: w3Y6TZ

Download Teams | Join on the web

Or call in (audio only)

+1 813-644-3116,,49045227# United States, Tampa

Phone Conference ID: 490 452 27#

Question Submission Deadline:

March 24, 2023, 5:00pm

Proposal Submission Deadline:

April 6, 2023, 3:00pm

## 3. Instructions & General Conditions for Submittals

### 3.1. DEFINITIONS

- A. Agreement means the final written agreement between the County and the successful Contractor under this solicitation, regardless of the title of that final document, and may be used interchangeably with “Contract”.
- B. Contractor means the entity submitting a response to this solicitation, and may be used interchangeably with the terms “bidder”, “respondent”, “contractor”, “vendor”, “submitter”, or “proposer”.
- C. County or means Pinellas County, a subdivision of the State of Florida and may be used interchangeably with “Pinellas County”.
- D. Submittal means a Respondent’s submissions in response to this solicitation, and may be used interchangeably with the terms “submission”, “bid”, “quote” or “proposal,” as applicable to the specific solicitation. For example, these terms should be interpreted to mean “bid” if this is an ITB, “quote” if this is an ITQ, and “proposal” if this is an RFP.

### 3.2. INSTRUCTIONS & PROCEDURES

- A. **PREPARATION OF SUBMITTAL** - Submittal will be prepared in accordance with the following:
  - 1. Submittals must be uploaded on forms furnished, utilizing the OpenGov procurement website. Failure to comply could result in the submission being rejected.
  - 2. If price is factor, unit prices must be shown and where there is an error in extension of price, the unit price will govern.
  - 3. Alternate submittals will not be considered unless authorized by the solicitation.

4. Proposed delivery time must be shown and any date calculations must include weekends and holidays.
5. Contractor is advised that exceptions to any terms and conditions contained or referenced in this solicitation must be stated with specificity in its response to the solicitation.  
Contractor is deemed to have accepted and to be bound by the solicitation and referenced agreement terms and conditions that contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
6. Contractors will thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.
7. Contractors will make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the contractor.
8. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

#### **B. SUBMITTAL METHOD & FORMAT**

1. Submittals must be uploaded utilizing the OpenGov procurement website (<https://procurement.opengov.com/portal/pinellasfl>). Failure to comply could result in the submittal being rejected.
2. Submittals must be uploaded in the Vendor Questionnaire section of this solicitation. Submittals sent via email will not be considered.
3. The preferred format for submittal is PDF conversion from your 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?
  - b. Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
  - c. Should I scan everything and save as PDF?



d. 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. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE CONTRACTOR**

1. Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) contractor, for any solicitation, such submittals will be judged non-responsive. Related parties mean contractors or the principles thereof, which have a direct or indirect ownership interest in another contractor for the same solicitation or in which a parent company or the principles thereof of one (1) contractor have a direct or indirect ownership interest in another contractor for the same solicitation.

#### **D. INTEGRITY OF SOLICITATION DOCUMENTS**

1. Contractors will 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.

#### **E. LATE SUBMISSION OR MODIFICATIONS**

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

#### **F. WITHDRAWAL OF SUBMITTAL**

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

#### **G. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS**

1. 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 will 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.

#### **H. REJECTION OF SUBMISSION**

1. The County may reject a submittal if:
  - a. The contractor incorrectly states or conceals any material fact in the solicitation.
  - b. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
  - c. The solicitation is conditional, except that the contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the contractor was invited.
  - d. 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, has 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 an agreement.
  - e. The County reserves the right to waive minor informalities or irregularities in any submittal.

#### **I. PUBLIC REVIEW AT OPENING**

1. Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals will be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims must be dispositively determined by a court of law prior to trade secret protection being granted.

#### **J. TABULATION INQUIRIES**

1. Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting OpenGov or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

### **3.3. PRE-CONFERENCE**

### A. PRE-CONFERENCE (Mandatory & Non-Mandatory)

1. The County may at its discretion hold a pre-conference to address all respondent questions pertaining to the solicitation or technical specifications. Solicitation suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the solicitation. The County may elect, based on the scope of a specific project, to make the pre-conference mandatory, which will be specified in the "Special Terms & Conditions" section of this solicitation document. If the pre-conference is advertised as mandatory, any responses received from respondents who did not attend the mandatory pre-conference will be judged non-responsive and will not be considered for award.

## 3.4. JOINT VENTURES

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.

## 3.5. EVALUATION CRITERIA - RFP

The evaluation criteria define the factors that will be used by the Evaluation Committee to evaluate and score responsive, responsible and qualified submittals. Contractor shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate and score their submittal. Each submission shall be evaluated and ranked by an Evaluation Committee. The contract will be awarded to the most qualified contractor, per the evaluation criteria listed in the solicitation.

## 3.6. PROTEST PROCEDURE

Protest procedures are governed by Pinellas County Code Section 2-162, which states:

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 respondents 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 will not be reviewed."

"Posting. The purchasing department will post the recommended award on or through the departmental website."

Requirements to protest.

"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."

"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."

"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."

"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 respondent or proposer."

"Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."

"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."

"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."

"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."

"Review of director's decision."

"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 respondent or proposer deems relevant to the issues raised in the request to review the decision of the director."

"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."

"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)

### 3.7. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voicedd) fax 727-464-4157, not later than seven days prior to the proceeding.

### 3.8. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the contractor. When approved by the County as an amendment to this agreement and authorized in writing, the contractor will provide such additional requirements as may become necessary.

### 3.9. COLLUSION

The Contractor, by affixing a signature to their response, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

### 3.10. CONFLICT OF INTEREST

- A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will 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, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the contractor will 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 will 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 will 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:
1. Pinellas County Clerk of Circuit Court – Division of Inspector General
  2. Phone – (727) 45FRAUD (453-7283)
  3. Fax – 727-464-8386

### 3.11. CONTRACT STANDARD TERMS & CONDITIONS

The awarded contract resulting from this solicitation will be subject to the County's Standard Terms and Conditions effective as of the date of the contract award, available at <https://pinellas.gov/county-standard-terms-conditions/>, and any Special Conditions outlined in this solicitation.

The successful Contractor must be prepared for the County to accept its response as submitted, subject to the Standard and Special Terms & Conditions. The successful Contractor's response will be incorporated into the final contract as the Scope of Work. The County may reject any exception to the Standard or Special Terms & Conditions proposed by the Contractor, and will not be bound by any additional or modified terms and conditions included in the successful Contractor's response that are in conflict with the Standard or Special Terms and Conditions, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

If the successful Contractor fails to sign all documents necessary to successfully execute the final contract within a reasonable time following the award, or (if applicable) negotiations do not result in an acceptable agreement, the County may reject the response or revoke the award, and may begin negotiations with another Contractor. Final contract terms must be approved or signed by the appropriately authorized County official(s).

### 3.12. CONTRACTOR CAPABILITY / REFERENCES

Prior to agreement award, any contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

### 3.13. CONTRACTOR LICENSE REQUIREMENT

All Contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

### 3.14. CORPORATE REGISTRATION

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).

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

### 3.15. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- A. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.
- C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.
- D. **ALTERNATES:** Alternates will not be considered unless authorized by the solicitation. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.
- E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

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

### 3.17. EXCEPTIONS

Contractor is advised that if it wishes to take exception to any of the terms contained or referenced in this solicitation it must explicitly identify the term and the exception in its response to the solicitation. Contractor's stated exception to a non-negotiable term may disqualify it from consideration for award.

### 3.18. INDEMNIFICATION

By submitting a response to this solicitation, Contractor understands and agrees that if awarded the indemnification provisions in the <https://pinellas.gov/county-standard-terms-conditions/> apply, subject to Pinellas County Resolution 2006-70 ("Indemnification").

### 3.19. 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 will be considered a material breach and grounds for immediate termination of the agreement.

### 3.20. 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.

### 3.21. LOBBYING

All Contractors agree to adhere to Pinellas County Code Section 2-189, which states:

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 respondent/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 respondent, any member of the respondent's staff, any agent or representative of the respondent, or any person employed by any legal entity affiliated with or representing a respondent, 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 respondent/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).

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

The laws of the State of Florida apply to any purchase made under this solicitation. Contractors must 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 Occupational Safety and Health Administration (OSHA) as applicable to this agreement.

### 3.23. NON-EXCLUSIVE CONTRACT

Award of this agreement will impose no obligation on the County to utilize the contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision will apply separately to each term.

### 3.24. PROCUREMENT POLICY FOR RECYCLED MATERIALS

- A. Pinellas County wishes to encourage its contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- B. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, contractor must certify that their materials and/or products contain at least the content recommended by the Environmental Protection Agency (EPA) guidelines.
- C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

D. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

**Definitions for Recycled Materials:**

**Recovered Materials:** Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

**Recycled Materials:** Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

**Postconsumer Materials:** Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

### 3.25. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated, the Contractor(s) agree to make available to all "Eligible Users" the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the resulting contract.

### 3.26. PUBLIC EMERGENCIES

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County will require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. contractor agrees to

rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.

### 3.27. PUBLIC ENTITY CRIMES STATEMENT

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 submittal 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 submit for and perform the services subject to the requirements of these, and other applicable, laws. contractor agrees that any agreement awarded to contractor will be subject to termination by the County if contractor fails to comply or to maintain such compliance.

### 3.28. 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 will 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 will provide an additional copy of the contractor's 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 will 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 will 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.

### 3.29. 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 will 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.

## 4. Special Terms & Conditions

## 4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Building & Development Review (BDRS) On-Call Services to be ordered, as and when required.

## 4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) (*if the Agreement includes software, online, or digital content services*)

Any terms required by law

## 4.3. PERIOD OF CONTRACT

Duration of the Agreement will be for a period of 24 months from the date of Agreement award and any extension thereof.

## 4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for one (1) additional 12 month period(s) beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the

County Administrator or Director of Purchasing.

#### 4.5. NON-MANDATORY PRE-SUBMITTAL CONFERENCE:

All questions pertaining to the solicitation or technical specifications will be reviewed at this time. Solicitation suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the solicitation.

#### 4.6. PRE-COMMENCEMENT MEETING

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

#### 4.7. ORDERS

Within the term of this Agreement, County may place one or more orders for services at the prices listed on the Rate Sheets of this solicitation, which is incorporated by reference hereto.

Proposals shall include a rate sheet listing classifications and fully burdened rates for consultant and subconsultant(s). The rates are all-inclusive of all labor, overhead, expenses and profit of any nature including travel with the Tampa Bay Metropolitan Statistical Area.

Rate sheets will not be scored or used to determine award. (ATTACHMENT A)

#### 4.8. ASBESTOS MATERIALS

The contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58.



Additionally, the contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful contractor. The contractor must keep this copy on site at all times during the actual demolition.

#### 4.9. SERVICES

***The terms below are applicable if the Solicitation includes the provision of SERVICES:***

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

#### 4.10. GOODS & PRODUCTS

***The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:***

- A. **DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### 4.11. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

#### 4.12. PERFORMANCE SECURITY

Not Applicable

## 5. Insurance Requirements

### 5.1. 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.

### 5.2. 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 Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County 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 will be an additional indemnified party of the subcontract;
  - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
  - e. Provide a waiver of subrogation in favor of the County 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:

### 5.3. 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.

### 5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

#### 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

## 5.5. 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 \$ 1,000,000
2. General Aggregate \$ 1,000,000

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.

## 5.6. PROPERTY INSURANCE

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

# 6. Scope of Work / Specifications

## 6.1. OVERVIEW

Pinellas County Building and Development Review Services (BDRS) requires the services of a consultant (CONSULTANT) in accordance with the requirements of Florida Statute (F.S.) § 553.791 to augment Pinellas County's (COUNTY) building permit process including plan examination and inspection services.

It is the intent of BDRS to have the CONSULTANT conduct residential and commercial construction plan review, permit technician support services and construction inspections for the building, electrical, mechanical, and plumbing trade categories on an as-needed basis for building code compliance purposes.

The services will be used for single and/or multi-story structures within the County primarily in unincorporated areas but may also be used by municipalities that the County maintains inter-local agreements with for building code enforcement.

Additionally, the Development Review Services Division of BDRS requires the services of a CONSULTANT to perform engineering and environmental review services associated with site plan applications and building permit applications as more fully defined under the Scope of Work sections.

## 6.2. OBJECTIVE/JUSTIFICATION

Maintaining excellence in customer service - when the operating capacity of BDRS is exceeded to maintain excellent customer service, the CONSULTANT will be utilized on an on-call basis to ensure the level of services being provided are maintained.

This contract aligns with the County's Strategic Plan initiatives:

- 2.1 Ensure Public Health, Safety and Welfare – Provide planning, coordination, prevention, and protective services to create and enhance a safe, secure, and healthy community.
- 4.3 Foster Continual Economic Growth and Vitality – Catalyze redevelopment through planning and regulatory programs.
- 5.3 Deliver First-Class Services to the Public and Our Customers – Ensure effective and efficient delivery of county services and support.
- 5.4 Deliver First-Class Services to the Public and Our Customers – Strive to exceed customer expectations.

## 6.3. REQUIREMENTS

### Minimum Qualifications and Mandatory Requirements (Conditions):

- A. The CONSULTANT shall demonstrate prior similar experience for on-call building department and development review services to a minimum of two (2) municipalities within the past three (3) years.
- B. The CONSULTANT shall provide Two (2) references from municipalities having received similar services including contact, email, and phone number(s).
- C. The CONSULTANT must comply with all applicable statutes, ordinances, and laws including but not limited to a certified building official, Florida licensed plan examiners (commercial & residential), Florida inspectors (commercial, residential and all trades), professional engineers licensed in Florida, registered landscape architect in Florida or qualified environmental planner and a certified planner (AICP) and all appropriate statute/ordinance sections.
- D. The CONSULTANT shall demonstrate adequate and qualified staff in all areas of expertise. An organizational chart, resumes, and identification of an overall project manager and staff lead for each area of expertise shall be provided.

## 6.4. SCOPE OF WORK - BUILDING DIVISION

The CONSULTANT shall provide plans examination, permit technician support services, and construction inspections consistent with the standards established by the BDRS building official. BDRS shall have the right to require the removal and replacement of any of the CONSULTANT's staff whose work fails to maintain acceptable standards of quality, performance, appearance, or conduct. CONSULTANT will replace any such employee with another who has sufficient knowledge and expertise to perform the services assigned in accordance with this agreement.

The CONSULTANT's staff assigned to this agreement are to participate in virtual training for a period of 2-3 days for training of Pinellas County processes including but not limited to the County's Accela platform for both Building and DRS, Digital Plan Room SOP's, remote portal training, VuSpex training and DRS Engineering, and Environmental Site Plan/Building permit SOP's . Note – A stipend of \$500 per employee authorized by the County to attend virtual training, shall be paid to the Consultant upon successful completion of training. Once trained, the contract employees will be working remotely unless as directed by the County. Assignments will be sent via electronic method.

The CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the plans review and building inspection services as is ordinarily provided by such professionals under similar circumstances. If at any time during the term of this Agreement, or within one (1) year from the

completion of the Services, it is determined that the CONSULTANT's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the Building Official, the CONSULTANT shall at CONSULTANT's sole expense, immediately correct the work. CONSULTANT shall be liable for any incorrect, defective, or non-conforming work produced by CONSULTANT, its employees, subconsultants, or agents under this agreement.

## **BUILDING DIVISION SERVICES**

### **Permit Plan Review**

- Plans examination will be performed remotely via electronic access within the County's Accela platform.
- Electronic Plan Review (Digital Plan Room).
- Commercial & Residential Reviews.
- Multi-trade Plan Reviews including mechanical, electrical, plumbing, and structural.

### **Permit Technicians**

- Support services associated with permit completeness, fee formulation, certificate of occupancy issuance and related services. These services will include the review of private provider filings.
- Hours of Operation:
  - Regular business hours: Monday - Friday, 7:30 AM- 4:30 PM
  - Weekends: Saturday and Sunday (only if authorized by the County)
  - Holidays: County holidays as designated on the County's official calendar (only if authorized by the County)

### **Inspection Services**

Inspection services shall include but are not limited to the following:

- Residential & Commercial Inspections
- MEP Inspections
- New Construction
- Roof Inspections
- Structural Inspections
- Electrical
- Plumbing
- Mechanical
- Certificate of Occupancy
- Accessory Building
- Fences - over 6 feet
- Signs



- Irrigation
- Swimming Pools
- Inspections will be performed in-person during normal working hours and commence at 8:30 AM to 4:00 PM, Monday through Friday, or as may be altered by mutual agreement. Inspection results will be immediately entered into the COUNTY Accela platform via an authorized ACA portal access. *Note- Virtual inspections are anticipated to commence within 2023 and will become a requested service to be provided by the CONSULTANT. The pricing proposal includes both an hourly rate and fixed unit cost for virtual inspections based on this anticipated service activating in 2023.*
- BDRS will have the sole responsibility for scheduling; CONSULTANT will be responsible for routing construction inspections.
- The CONSULTANT will receive inspection requests by accessing permitting software. The CONSULTANT will be responsible for reviewing job history and customer contact confirmation of inspection times when appropriate.
- The CONSULTANT's employee will be responsible to post correction notices when necessary and annotating permit placards as necessary.
- The CONSULTANT's employee will be responsible for contacting responsible parties to give information on all required corrections.
- The CONSULTANT will be given access to the inspections and permitting system. The CONSULTANT and/or CONSULTANT's employee shall be required to review project job history and enter all inspection results and plan review comments as is necessary to complete job tasks.
- The CONSULTANT shall report to the BDRS building official or their designee any condition that poses an immediate threat to public health, safety, or welfare, as defined by F.S. § 553.791.
- The CONSULTANT shall submit a monthly record of all inspection verifications on a form acceptable to the BDRS building official. The record shall include the permit number, inspection type, inspection result, inspection address, and date of inspection. The CONSULTANT shall affix their seal as required by F.S. § 553.791. The record will include a weekly breakdown of the name of each inspector utilized, the days of each billing week that inspector worked, and the number of inspections completed each day. A form may be provided by a BDRS building official.
- The CONSULTANT shall furnish all equipment necessary to perform building code inspections, including but not limited to, cellular telephones, office supplies, personal protective equipment, 12-foot ladders, hand tools, flashlights, tape measures, electrical testing equipment, Florida Building Code books, and other items which may be required to complete each inspection.
- The CONSULTANT shall be responsible for providing all vehicles required to perform the required services. The CONSULTANT's vehicle shall be maintained to limit breakdowns and possible service interruptions. All fuels, oils, lubricants, and maintenance of the vehicles shall be the sole responsibility of the CONSULTANT and must factor all such costs into their rate structure.

Overtime Hours: All work performed outside of regular business hours is considered Overtime. All overtime work must be approved by the Director of BDRS prior to any overtime being performed.

## COUNTY RESPONSIBILITIES

- BDRS will provide workstation(s) and a personal computer with database access. Employees assigned for plan examinations must have Accela Digital Plan Room and Microsoft Word experience and be proficient for required tasks.
- The BDRS building official, or their designee may visit any job site or review any plans examination to audit the CONSULTANT's performance. Should any discrepancies be found, the CONSULTANT will be notified and will be responsible to resolve the issues. Should it be discovered that the CONSULTANT missed code violations of two or more inspections or plans examinations, the CONSULTANT shall immediately meet with the BDRS director and building official for resolution and possible dismissal of services. At the discretion of the building official the amount equal to the cost of the inspection or plans examination may be credited to the COUNTY.

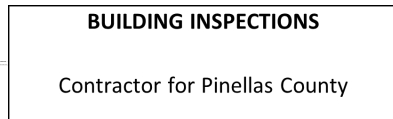
## SECURITY REQUIREMENTS

- Prior to award or at pre-commencement meeting, the CONSULTANT shall submit an itemized list of employees showing their full name, address, telephone number, date, place of birth, and driver's license number, or an equivalent form of ID. In addition, copies of all competency licenses required to perform the services under this contract will be due. This list is to be kept current by the CONSULTANT throughout the contract and submitted to BDRS upon any change.
- A Florida Department of Law Enforcement (FDLE) Certified Criminal History Record Check is required for every employee of the CONSULTANT assigned to the contract. These employees must be approved prior to start of work. The CONSULTANT is responsible for associated fees for these clearance reports.
- The Pinellas County Sheriff's Office (PCSO) shall have full and complete control over granting, denying, withholding, withdrawing, or terminating clearances for the CONSULTANT's employees.
- FDLE Certified Criminal History Record Check reports must be submitted and approved for replacement employees before entrance for duty can be authorized. The CONSULTANT will provide FDLE reports to the BDRS building official or their designee five (5) days prior to beginning work.
- Photograph Identification (ID) badges will be required, and this initial ID will be provided by the COUNTY, at no cost to the CONSULTANT. The ID badges will be issued after a favorable security clearance report has been received from FDLE. The CONSULTANT shall make the employees available for ID badges on a schedule to be worked out by the BDRS staff. The CONSULTANT's employees are required to sign each badge at the time of photographing.
- All CONSULTANT employees are required to carry and wear ID badges when performing services under this contract or will not be allowed to work without. Any employee not carrying and wearing

the ID badge will be cause for the COUNTY to suspend the employee until the ID badge is produced. The CONSULTANT shall return all ID badges to the BDRS building official or their designee immediately upon employee termination or contract expiration. The CONSULTANT will be responsible to the COUNTY for any work not completed as scheduled.

- The CONSULTANT will notify the BDRS building official or their designee immediately when employee ID badges are lost or misplaced. It will be the responsibility of the CONSULTANT to pay the COUNTY for the replacement of ID badges at the rate of \$10.00 for each ID badge.
- CONSULTANT’s vehicles shall be clearly identified with removable signs, furnished by the CONSULTANT.

◦ Example below:



- The CONSULTANT shall not provide plans examination or inspection services upon any building or structure that was designed or constructed by the CONSULTANT, or upon buildings or structures on which the CONSULTANT may have a personal or financial interest.
- CONSULTANT will be required to have their Building Contractor license put in inactive status with Florida Department of Business and Professional Regulation (DBPR).

## 6.5. SCOPE OF WORK - DEVELOPMENT REVIEW SERVICES (DRS)

### ENGINEERING SERVICES

On an as-needed basis, the CONSULTANT shall provide the following services:

- Site plan, Right-of-Way Use Permit, subdivision plats, waivers and similar documents review assistance regarding transportation, stormwater, floodplain management, and the Land Development Code (LDC).
- Participation in permitting meetings with COUNTY staff, either virtually or in person. Conversations with third-party consultants and engineers must be coordinated through COUNTY Development Review Services (DRS) staff (to be included in each site plan review fee).
- Participation in public and other meetings as subject matter experts on behalf of the COUNTY with prior approval from DRS staff (to be performed on an hourly basis).
- If required, the CONSULTANT will prepare presentations and present the results to COUNTY management, stakeholders, or the Board of County Commissioners (BCC) (to be performed on an hourly basis).

- Site visits and inspections as needed in coordination with COUNTY (to be included in site plan review fee).
- Technical and engineering assistance with transportation, flooding, drainage, and related complaint investigations (to be performed on an hourly basis).
- Meeting summaries on transportation and stormwater aspects of projects will be provided within five (5) business days of the meeting.
- Technical summaries and permit and waiver reviews will be submitted in accordance with the COUNTY's review timelines (to be performed on an hourly basis).
- Technical and engineering assistance with interpreting or peer reviewing transportation, flood and drainage related designs, models, and other engineering documents (to be performed on an hourly basis).
- Technical and engineering assistance with variance requests (to be performed on an hourly basis).
- Prepare review comment letters (to be included in each site plan review fee).
- Attend Development Review Committee (DRC) meetings either in-person or virtually (to be included in each site plan review fee).

### **Format of Deliverables**

- Technical, reviews, technical recommendations, and site visit summaries will be provided electronically as brief technical memos, emails, or PDF markups, as appropriate.

### **Assumptions & Limitations**

- All documents (e.g., surveys, plans, calculations, models, GIS data, reports, and other relevant data) necessary to complete reviews shall be provided in a timely manner by the COUNTY.
- Site Plan, Right of Way Use Permit, subdivision plats, waiver reviews and inspections generated by CONSULTANT will be entered by COUNTY into Accela or other tracking software. Such software licenses, if required, will be provided by COUNTY at COUNTY's expense.
- Meetings will be scheduled and coordinated by COUNTY. CONSULTANT shall provide adequate notice of availability to attend meetings. In cases where calendar conflicts cannot be resolved CONSULTANT shall send a qualified representative to the meeting.
- Building inspection services and plat reviews are not included.

### **ENVIRONMENTAL SERVICES**

The CONSULTANT will provide site plan review support and building permit review support related to Tree Removal / Habitat / Environmental Compliance. CONSULTANT will use policies and regulations found in Pinellas County Municode:

- **Chapter 138 Division III: LANDSCAPING, HABITAT PROTECTION, AND WETLAND BUFFERS**

- **Chapter 166:**ENVIRONMENTAL AND NATURAL RESOURCE PROTECTION.

### Format of Deliverables

The CONSULTANT will provide Site Plan review and enter written comments into the COUNTY's permit review system (Accela). Comments will identify environmental, habitat, and tree removal related items that require revision, clarification, or correction to satisfy the COUNTY's development review requirements.

### Assumptions & Limitations

- All documents (e.g., surveys, plans, calculations, models, GIS data, reports, and other relevant data) necessary to complete reviews shall be provided in a timely manner by the COUNTY.
- Site Plan, Right of Way Use Permit, waiver reviews and inspections generated by CONSULTANT will be entered by COUNTY into Accela or other tracking software. Such software licenses, if required, will be provided by COUNTY at COUNTY's expense.
- Meetings will be scheduled and coordinated by COUNTY. CONSULTANT shall provide adequate notice of availability to attend meetings. In cases where calendar conflicts cannot be resolved CONSULTANT shall send a qualified representative to the meeting.
- Building inspection services and plat reviews are not included.

## 6.6. DELIVERABLES

The delivery of specified services in the defined time durations for each specified service including but limited to building permit plan reviews, building permit inspections, site plan engineering and environmental reviews as follows:

### Building Division Plan Reviews

- Residential Plan Reviews
  - 1st Review - three (3) business days
  - 2nd Review - two (2) business days
  - 3rd Review - two (2) business Days
- Commerical Plan Reviews
  - 1st Review - five (5) business days
  - 2nd Review - three (3) business days
  - 3rd Review - two (2) business Days
- Inspections
  - Next Day Service with inspections scheduled by 3:30 PM the previous day.

### DRS Site Plan Engineering & Site Plan Services

(Note - where a range of review durations are provided, the County shall dictate to the consultant the specific duration that must be delivered by the consultant)

- Site Plan (Simple)
  - 1st Review - five (5) to eight (8) business days
  - 2nd Review - five (5) business days
  - 3rd Review - five (5) business days
- Site Plan (Complex)
  - 1st Review - ten (10) to fifteen (15) business days
  - 2nd Review - ten (10) business days
  - 3rd Review - seven (7) business days
- Right of Way Utilization Permits
  - 1st Review - eight (8) business days
  - 2nd Review - five (5) business days

All other services to be agreed upon prior to commencement of assignments between director of BDRS or designee and CONSULTANT.

## 7. Evaluation Phases

### 1. Qualifications

A statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the RFP Scope of Work. This description should include the names of the person(s) who will provide the services, including any subcontractors, their qualifications, and the years of experience in performing this type of work/services.

- A. Relevant Experience - including but not limited to experience provided on building department/division services, development review services, and regulatory operations.
- B. Team Organization (Project Team) - including but not limited to project director/manager experience, division/subject matter leads, and area of expertise organization.
- C. Depth of Staffing - including but not limited to available qualified staff in requisite areas of expertise and services to be provided.
- D. References - including but not limited to extent of feedback on quality, responsiveness and cost effectiveness regarding services performed.

#### **Scoring Method:**

Points Based

#### **Weight (Points):**

400 (40% of Total)

### 2. Approach

A separate written narrative describing the methods and/or manner in which the Proposer proposes to satisfy the requirements of the Scope of Work.

A. Proposer's approach/rationale to meet each item enumerated in 6. Scope of Work.

**Scoring Method:**

Points Based

**Weight (Points):**

400 (40% of Total)

### 3. Statement of Work

A proposed Statement of Work that enumerates and defines the work/services that Proposer will provide to the County to complete the Scope of Work in this RFP, including each task, deliverable, and/or goods or products comprising the services Proposer will provide, as well as a proposed completion schedule for each task or deliverable, if applicable. The Proposer's Statement of Work shall be in a form that can be incorporated into the Services Agreement at the County's option.

**Scoring Method:**

Points Based

**Weight (Points):**

150 (15% of Total)

### 4. No Exceptions to RFP

Proposer is advised that exceptions to any terms and conditions contained in this RFP or the Services Agreement must be stated with specificity in its response to the RFP. The points available under this criterion will be deducted if the Proposer takes exception to any language to this RFP package. Failure to provide exceptions with the submittal shall result in the mandatory acceptance of the agreement as submitted herein by default. Exceptions must be submitted on a separate sheet titled: exceptions.

**Scoring Method:**

Points Based

**Weight (Points):**

50 (5% of Total)

## 8. Vendor Questionnaire

### 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.

 [1.6.2023.ContractorAcceptance.pdf](#)

\*Response required

### 1.2. CERTIFICATE OF INSURANCE\*

Upload your Certificate of Insurance here.

\*Response required

### 1.3. CONTRACTOR REFERENCES\*

Download the below documents, complete, and upload.

 [1.6.2023.CONTRACTOR\\_REFERENCES.pdf](#)

\*Response required

### 1.4. ELECTRONIC PAYMENT\*

Download the below documents, complete, and upload.

 [1.6.2023.ELECTRONIC\\_PAYMENT.pdf](#)

\*Response required

### 1.5. W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION\*

The contractor must complete and submit to the County Form W-9 available: Through the following link:

[www.irs.gov/forms-pubs/about-form-w-9](http://www.irs.gov/forms-pubs/about-form-w-9)

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 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 HAS. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under the 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.

\*Response required

### 1.6. E-VERIFY AFFIDAVIT\*

Download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

 [1.6.2023.E.verify.pdf](#)

\*Response required

### 1.7. SUBMITTAL DOCUMENTS\*

Upload all other documents relating to this solicitation.

\*Response required

### 1.8. ATTACHMENT A - RATE SHEETS\*

Please complete and attach Attachment A - Rate Sheets

\*Response required

## 2. ACCEPTANCE OF PINELLAS COUNTY TERMS & CONDITIONS

### 2.1. SAMPLE AGREEMENT\*

Upload your signed sample Agreement in acknowledgment and acceptance of County terms and Conditions.

\*Response required

### 2.2. DO YOU TAKE EXCEPTION TO THE TERMS & CONDITIONS OF THIS SOLICITATION OR AGREEMENT?\*

Yes

No

\*Response required

### 2.3. LIST YOUR EXCEPTIONS\*

If no exceptions are to be requested, respond with N/A

Enter response

\*Response required

## 9. Sample Agreement

### AGREEMENT

23-0482-RFP

*The sample agreement below reflects the contract terms and conditions specific to this solicitation. For purposes of this sample, the "Contractor" is the successful Respondent. By submitting a submission in response to this solicitation, the Contractor acknowledges and agrees that if they are awarded a contract under this solicitation, they will enter a contract in substantially this form and subject to these terms.*

This Agreement (the "agreement" or "contract") is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and [CONTRACTOR'S NAME] whose primary address is [Address] (hereinafter "CONTRACTOR" or "Custodian") (jointly, the "Parties").

**NOW THEREFORE, the Parties agree as follows:**

#### A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 1/1/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
  - c. Solicitation Section 4, Titled Special Conditions
  - d. Solicitation Section 5, Titled Insurance Requirements
  - e. Contractor's response to Solicitation Section 6, Scope of Work / Specifications
  - f. Contractor's response to Solicitation Section 9, Pricing Proposal
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

#### B. Term

1. The initial term of this Agreement is for 24 months from the Effective Date. At the end of the initial term of this contract, this Agreement may be extended for one (1), 12 month terms, or such other renewal terms agreed to by the Parties.

#### C. Pricing & Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are [list payment terms OR “subject to the cost or fee schedule in the CONTRACTOR’s Statement of Work”].

Notwithstanding the above, County expenditures under the Agreement will not exceed [TBD \$XXX] for [“the Contract term” or “any County fiscal year”] without a written amendment to this Agreement.

**D. Exceptions**

1. The following provisions of the T&Cs are amended as follows. Except as expressly provided in this Section 2, the terms of documents composing the Agreement remain in full force and effect:

a. [List any exceptions here]

b. [List any exceptions here]

**E. Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor:

Signature:

Print Name and Title:

Date:

For County:

Signature:

Print Name and Title:

Date: