

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



REQUEST FOR PROPOSAL

*RFP – FORMAL/INFORMAL
SUBMITTALS ARE OPENED PUBLICLY AND
ARE ACCEPTED VIA OPENGOV*

THE MISSION OF PINELLAS COUNTY

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

ISSUE DATE: Friday, February 24, 2023

SOLICITATION NUMBER: 23-0365-RFP

SOLICITATION TITLE: Planning Support Services

DEADLINE FOR WRITTEN QUESTIONS: Monday, March 6, 2023 by 3:00 PM Eastern Time

SUBMIT QUESTIONS: ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE Q&A - SECTION.

ALL SUBMITTALS ARE DUE BY: Thursday, March 23, 2023 by 3:00 PM Eastern Time

PRE-CONFERENCE INFORMATION: N/A

SITE VISIT INFORMATION: N/A

SOLICITATION CONTACT INFORMATION:

NAME: Jim Just

EMAIL: jjust@pinellas.gov

SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.

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

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

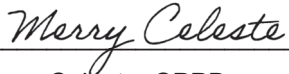
- Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday
- Email: procurement-support@opengov.com
- Chat is available in the OpenGov application
- Web: <https://help.procurement.opengov.com>

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this solicitation.

Before submitting, you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

AUTHORIZED BY:



Merry Celeste, CPPB

Division Director of Purchasing and Risk Management

CONTRACTOR MUST COMPLETE THE FOLLOWING

CONTRACTORS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A CONTRACTOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, CONTRACTORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

CONTRACTOR NAME: _____ (As shown on W-9)
DBA: _____ (If applicable)
MAILING ADDRESS: _____ (As shown on W-9)
CITY / STATE / ZIP: _____ (As shown on W-9)
CONTRACTOR EMAIL: _____ (Primary Company Email Address)
REMIT TO NAME: _____ (As Shown on contractors Invoice)
FEIN#: _____ (As shown on W-9)

PAYMENT TERMS: ____% ____ DAYS, NET 45 (PER F.S. 218.73)

DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ _____

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit dos.myflorida.com/sunbiz/ for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

CONTRACTOR CONTACT INFORMATION

CONTACT NAME: _____
PHONE NUMBER: _____
FAX NUMBER: _____
EMAIL ADDRESS: _____

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP EXCEPT AS NOTED BY EXCEPTION, INCLUDING ALL INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR THE PROPOSER.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

SEE SECTION F FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

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SECTION A - GENERAL CONDITIONS

SECTION A - GENERAL CONDITIONS

1. CONTRACTOR SUBMISSION

- a. Submittals shall be uploaded utilizing OpenGov procurement website (<https://secure.procurenow.com/portal/pinellasfl>). Failure to comply could result in the submittal being rejected.
- b. Submittals must be on the forms furnished. Submittals sent via email will not be considered.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS

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

3. 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 shall be required to furnish the items as specified.
- c. Contractor submission shall include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.

4. ALTERNATES

Unless otherwise provided in the solicitation, alternatives may be included in the plans, specifications, and/or solicitation. When the County includes alternates in the solicitation, the contractor shall indicate on the submittal the cost of said alternate and sum to be deducted or added to the base pricing. 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.

5. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS

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

- a. Pinellas County reserves the right to rank contractors and negotiate with the highest-ranking contractor. Negotiation with an individual vendor does not require negotiation with others.
- b. Pinellas County reserves the right to select the contractor that it believes will serve the best interest of Pinellas County.
- c. Pinellas County reserves the right to reject any or all submittals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within their delegated financial approval authority, or director of purchasing, within their delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of the agreement.
- d. Pinellas County reserves the right to cancel the entire submittal.
- e. Pinellas County reserves the right to remedy or waive technical or immaterial errors in the solicitation or submittals received.
- f. Pinellas County reserves the right to request any necessary clarifications or revisions data without changing the terms of the solicitation.

SECTION A - GENERAL CONDITIONS

- g. Pinellas County reserves the right to require the contractor to perform the services required on the basis of the original submittal without negotiation.

6. EVALUATION CRITERIA

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(s), per the evaluation criteria listed in the Scope of Work of the solicitation.

7. COSTS INCURRED BY PROPOSERS

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

8. ORAL PRESENTATION

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

9. CONFLICT OF INTEREST

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

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

10. WITHDRAWAL OF PROPOSAL

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

11. LATE PROPOSAL OR MODIFICATIONS

- a. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.

SECTION A - GENERAL CONDITIONS

b. Modifications in writing received prior to the time set for the submittal will be accepted.

12. PROPOSALS FROM RELATED PARTIES / MULTIPLE PROPOSALS RECEIVED FROM ONE VENDOR

Where two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) vendor, for any contract, such proposals shall be judged non-responsive. Related parties mean proposers or the principles thereof, which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principles thereof of one (1) proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

13. JOINT VENTURES

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

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

14. PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the contractor(s), the contractor(s) agree to make available to all Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under this solicitation. Eligible users shall mean all State of Florida Agencies, the legislative and judicial branches, 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 agreement.

15. COLLUSION

The contractor, by affixing his signature to this proposal, agrees to the following: "Contractor 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."

16. STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES

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.

17. COUNTY INDEMNIFICATION

Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

SECTION A - GENERAL CONDITIONS

18. VARIANCE FROM STANDARD TERMS & CONDITIONS

All standard terms and conditions stated in this section apply to this Agreement except as specifically stated in the subsequent sections of the document, which take precedence over this section, and should be fully understood by contractors prior to submitting on this requirement.

19. ADA REQUIREMENT FOR PUBLIC NOTICES

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

20. 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 EPA guidelines.
- c. On all quotes over fifty thousand dollars (\$50,000) and informal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing and Risk Management shall require vendors 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.

21. 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 shall provide such additional requirements as may become necessary.

22. AGREEMENT

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

SECTION A - GENERAL CONDITIONS

23. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS

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

24. PUBLIC RECORDS/TRADE SECRETS

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

To the extent that contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and contractor shall provide an additional copy of the 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:

- i. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the contractor shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than ten (10) calendar days from the date of notification or contractor will be deemed to have waived the trade secret designation of the materials;
- ii. 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;
- iii. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the contractor, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- iv. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. 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.

SECTION A - GENERAL CONDITIONS

25. LOBBYING

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

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

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

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

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

26. PROTEST PROCEDURE

As per Section 2-162 of County Code

- a. Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section shall not be reviewed."
- b. "Posting. The purchasing department shall post the recommended award on or through the departmental website."
- c. Requirements to protest.
 1. "If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."
 2. "If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."
 3. "The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."

SECTION A - GENERAL CONDITIONS

4. "A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder or proposer."
- d. "Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."
- e. "Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."
- f. "Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."
- g. "Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."
- h. "Review of director's decision."
 1. "The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the bidder or proposer deems relevant to the issues raised in the request to review the decision of the director."
 2. "The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."
- i. "Stay of procurement during protests. There shall be no stay of procurement during protests."

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

27. PUBLIC RECORDS – CONTRACTOR'S DUTY

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

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

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

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

SECTION A - GENERAL CONDITIONS

Email: mcchartier@pinellas.gov

28. E-VERIFY

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

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

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

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

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

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

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

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

30. TRUTH IN NEGOTIATIONS:

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

SECTION B – SPECIAL CONDITIONS

SECTION B – SPECIAL CONDITIONS

1. INTENT

In accordance with attached specifications, it is the intent of Forward Pinellas to establish a contract for Planning Support Services, as and when required.

2. GRANT:

Projects under this contract may be fully or partially grant funded. Applicable grant requirements are included within the ForwardPinellas-Consultant Services Agreement, Exhibits, and attachments.

3. PROPOSAL REQUIREMENTS

Each proposal shall at a minimum address and/or include the following information and documentation in sufficient detail for the County to evaluate the Proposer's qualifications, as well as the methods, manner, proposed completion schedule if applicable, and the cost to complete the Section E Scope of Work:

- a. A separate statement describing the Proposer's qualifications and experience in providing the same or similar services as outlined in the Request for Proposals Scope of Work. This description should include the names and titles of the person(s) who will provide the services, project managers for subcategories including any subcontractors, their qualifications, and the years of experience in performing this type of work/services. Also include the reference information requested in Section D.
- b. A separate narrative describing firms experience with projects of similar size and past performance.
- c. A separate narrative describing demonstrated understanding of the sub areas.
- d. Any exceptions to any section of this RFP. **Proposer must include a signed statement, noting any and all exceptions to the County's terms and conditions must be provided.**

**** The submittal should be limited to sixty (60) pages (includes ALL pages i.e. cover page, forms, etc.).**

4. PRICING/PERIOD OF CONTRACT

Duration of the contract shall be for the period of three (3) years from the date of execution of the agreement unless otherwise indicated.

5. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and successful proposer(s), for two (2), additional two (2) year period(s), beyond the primary contract period. The extension(s) shall be exercised only if all prices, terms, and conditions remain the same and approval is granted by Forward Pinellas.

6. FEES AND EXPENSES

The agreed to compensation will include all standard day-to-day administrative, overhead, and internal expenses; including, but not limited to:

Costs of bonds and insurance premiums as required by this RFP	Computer/software
Support	Equipment and usage
Office supplies	Telephone charges
Safety equipment	Emails
Consumables	Electronic data transmission fees

SECTION B – SPECIAL CONDITIONS

Other consulting services	Standard copier usage
Special presentations	Fax charges
Regular and certified postage	Travel, per diem and lodging charges.

7. PRE-COMMENCEMENT MEETING:

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

8. EQUAL OPPORTUNITY / GIFT & GRATUITY POLICY

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

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

9. PROPOSAL SUBMITTAL COPIES

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

Instructions for Providing Files in PDF Format to Pinellas County Government

How do I convert my files to PDF format?

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

Should I scan everything and save as PDF?

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

10. BREACH OF CONTRACT

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

SECTION C – INSURANCE REQUIREMENTS

SECTION C – INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. LIMITATIONS ON LIABILITY

By submitting a Proposal, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE:

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, 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 two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- 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). **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.**

- B. 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. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

SECTION C – INSURANCE REQUIREMENTS

- C. 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) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.
- 1) The Vendor shall also notify the County within twenty-four (72) 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. 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.
- D. If subcontracting is allowed under this RFP, 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.
- 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
- 1) 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;
 - 2) Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - 3) Provide that County will be an additional indemnified party of the subcontract;
 - 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 - 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
 - 6) Assign all warranties directly to the County; and
 - 7) Identify the County as an intended third-party beneficiary of the subcontract. 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.
- E. 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.

SECTION C – INSURANCE REQUIREMENTS

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

- 1) **Workers’ Compensation Insurance:** 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

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

If Vendor/Contractor 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. Failure to obtain required Worker’s Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance:** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

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

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

Limits	
Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

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.

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

SECTION D – VENDOR REFERENCES

SECTION D – CONTRACTOR REFERENCES

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

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

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

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

Bidders must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

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

1.	2.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:
3.	4.
COMPANY:	COMPANY:
ADDRESS:	ADDRESS:
TELEPHONE/FAX:	TELEPHONE/FAX:
CONTACT:	CONTACT:
CONTACT EMAIL:	CONTACT EMAIL:
COMPANY EMAIL ADDRESS:	COMPANY EMAIL ADDRESS:

SECTION E – SCOPE OF WORK

SECTION E – SCOPE OF WORK

A. OBJECTIVE:

Forward Pinellas is seeking proposals for general planning services, including but not limited to:

Multimodal Transportation Planning and Analysis, Economic Analysis, Website Design and Maintenance, Urban Design, Land Use and Redevelopment, Climate Resilience, Graphic Design and Renderings, and Geographic Information Systems.

Work will be performed for Forward Pinellas on a work assignment basis. A work assignment number and scope will be generated for each task performed. No minimum amount of work resulting from this solicitation is guaranteed.

B. BACKGROUND:

Forward Pinellas serves as the Pinellas Planning Council (PPC) and Metropolitan Planning Organization (MPO) for Pinellas County. Our agency is a progressive and innovative organization whose primary mission is to work with our partners to implement broad, forward-looking land use policies, develop and guide effective multimodal transportation solutions, and respond to the changing needs of a redeveloping Pinellas County. Administered by the PPC, the Countywide Plan defines the vision for Pinellas County and establishes definitions, standards, criteria, and procedures required to help achieve that vision. The MPO is a federally mandated transportation planning organization comprised of representatives from local governments and the transit authority. The MPO's role is to develop and maintain the long range transportation plan for Pinellas County to ensure that Federal funds support local priorities. Forward Pinellas is also responsible for countywide initiatives and provides planning and/or technical assistance services for smaller municipalities throughout the County, in accordance with F.S. 163.3174.

C. SCOPE OF WORK

Pinellas County requires a variety of planning support services to include but not be limited to:

1. Multimodal Transportation Planning and Analysis

- a. Modeling and Simulation
- b. Bicycle and Pedestrian Facilities
- c. Transportation Disadvantaged
- d. Data Collection, Development, and Analysis
- e. Access Management
- f. Mobility and Demand Management
- g. Transportation/Mobility Impact Fees
- h. Parking and Circulation
- i. Waterborne Transportation
- j. Feasibility Studies
- k. Complete Streets
- l. Resilience and Sustainability
- m. Safety Audits
- n. Freight Analysis
- o. Corridor Studies
- p. Transit Planning and Analysis
- q. Grant Writing and Policy Analysis

SECTION E – SCOPE OF WORK

2. Economic Analysis

- a. Market Studies and Analysis
- b. Value Capture Scenario Development and Analysis
- c. Property or Facility Valuation
- d. Fiscal Impact Analysis
- e. Development Finance and Joint Development
- f. Economic Modeling
- g. Cost-Benefit Analysis
- h. Financial Analysis
- i. Financial/Scenario Planning
- j. Economic Development Capital Project Planning
- k. Land Assembly Planning
- l. Infrastructure Planning
- m. Best Practices and Case Studies

3. Website Design, Maintenance and General Communications Support

- a. Website Development and Troubleshooting
- b. Site Hosting Alternatives Analysis
- c. Intranet Maintenance
- d. WordPress Patches and Upgrades
- e. Social Media
- f. Collateral/Document/Graphics Development
- g. Spanish Language Translation

4. Urban Design

- a. Site and Area Master Plans
- b. Corridor and Streetscape Design
- c. Visualization/Illustrations
- d. Gateway, Wayfinding and Signage Plans
- e. Parking Alternatives
- f. Open Space and Public Realm

SECTION E – SCOPE OF WORK

5. Land Use and Redevelopment

- a. Comprehensive, Activity Center, and Multimodal Corridor Plans
- b. Land Development Codes (traditional)
- c. Form-Based Codes
- d. Golf Course Redevelopment
- e. Station Area Plans/Transit-Oriented Development Plans, Codes, and Standards
- f. Scenario Planning
- g. Growth Management, Comprehensive Planning and Visioning

6. Climate Resilience

- a. Hazard Mitigation
- b. Disaster Recovery
- c. Vulnerability and Risk Assessments
- d. Adaptation Planning
- e. Resilient Design/Critical Infrastructure Protection
- f. Green Infrastructure Planning
- g. Pre-Disaster Mitigation
- h. Post Disaster Housing Plan
- i. Hurricane Evacuation Route Capacity Analysis
- j. Hurricane Shelter Space Capacity Analysis and Impact Fee Development

7. Graphic Design and Renderings

- a. Graphic Design and Visualization
- b. Writing, Editing and Digital Publication
- c. Digital and Thematic Storytelling
- d. 3D Model Development and Integration with Geographic Information Systems

8. Geographic Information Systems

- a. Geospatial Dataset Development and Analysis
- b. Geospatial Index Development
- c. Map Development
- d. 3D Mapping and Analysis

SECTION E – SCOPE OF WORK

D. EVALUATION CRITERIA:

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

The submittal should be limited to sixty (60) pages (includes ALL pages i.e. cover page, forms, etc.).

1. Ability of Firm and its Professional Personnel (350 Points)

A separate 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. Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
- b. Reviews the professional resources available to properly provide services as requested in the RFP.
- c. Reviews the project team to ensure the team proposed contains all of the critical disciplines required.
- d. Demonstrates firm has adequate personnel to compete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

2. Firm Experience with Projects of Similar Size and Past Performance (325 Points)

- a. Reviews the firm's experience with projects of similar size, type and scope and the performance on those specific projects.
- b. The prime firm must have adequate, recent (within the past five years) experience with projects of similar type as defined in the services listed in Section E of this RFP.
- c. Experience pertaining to specific Pinellas County projects may also be provided, however; Pinellas Staff shall not furnish references for such projects.
- d. Submitted projects should provide information such as, but not limited to budgeting (estimated vs. final expenditure), project timelines and adherence to project schedule.

3. Demonstrated Understanding of the Sub Areas (325 Points)

- a. Proposer should demonstrate knowledge of applicable laws, regulations, and standard practices related to subject matter.
- b. Project team should demonstrate understanding of terminology related to subject matter.
- c. Proposer should demonstrate technical strength and any unique methods utilized to perform projects.

A separate 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.

E. Proposal Organization

The submittal should be limited to sixty (60) pages (includes ALL pages i.e. cover page, forms, etc.).

Proposal Organization: Proposers are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this Request for Proposal. Responses should be correlated to the specific submittal, Criterion, section, or paragraph number of the request for proposal being addressed. Evaluators will make a reasonable effort to locate information in the proposals; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit.

SECTION F – PROPOSAL SUMMARY

SECTION F – PROPOSAL SUMMARY

Work will be performed for Forward Pinellas on a work assignment basis. A work assignment number and scope will be generated for each task performed. No minimum amount of work resulting from this solicitation is guaranteed.

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.

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/ for this information on how to become registered.

Company Name

Authorized Signature

ELECTRONIC PAYMENT (EPAYABLES)

ELECTRONIC PAYMENT (EPAYABLES)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See above.

Would your company accept to participate in the ePayables credit card program?

Yes _____ No _____

For more information about ePayables credit card program please visit Purchasing Department website

www.pinellascounty.org/purchase/

Company Name

Signature

Printed Signature

Phone Number

Email

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

***Instructions to form W-9 available upon request**

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

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.

SECTION G - ADDENDUM

SECTION G - ADDENDUM

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

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED

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

Information regarding addenda issued is available on the OpenGov website, <https://secure.procurenow.com/portal/pinellasfl>, listed under the bid attachments.

SECTION H – STATEMENT OF NO BID

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please complete this form. **Thank you.**

We, the undersigned have declined to submit a bid for No. **23-0365-RFP** for **Planning Support Services**.

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

REMARKS:

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

COMPANY EMAIL: _____

APPENDIX 1 – E-VERIFY AFFIDAVIT

APPENDIX 1 – E-VERIFY AFFIDAVIT

I hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: _____

Print Name: _____

Date: _____

Federal Work Authorization User Identification No.: _____

Name of Pinellas County Contract and Contract No.: _____

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me by means of 1) physical presence ___ or 2) online notarization ___, this _____ (date) by _____ (name of officer or agent, title of officer or agent) of _____ (name of contractor company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]

Notary Public: _____

Name typed, printed, or stamped: _____

My Commission Expires: _____

AGREEMENT FOR PLANNING SUPPORT SERVICES

THIS SERVICES AGREEMENT (AGREEMENT) is made and entered into this _____ day of _____, 2023, (effective date) by and between FORWARD PINELLAS, in its role as the Pinellas County Metropolitan Planning Organization (MPO) and the Pinellas Planning Council (PPC) (hereinafter referred to as "FORWARD PINELLAS"), and _____ including all subconsultants and agents hired on its behalf, (hereinafter referred to as "CONSULTANT"), collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, FORWARD PINELLAS requested proposals pursuant to **23-0365 - RFP** ("RFP") for **Planning Support Services**; and

WHEREAS, based upon FORWARD PINELLAS' assessment of the CONSULTANT's proposal, FORWARD PINELLAS selected the CONSULTANT to provide the Services as defined herein; and

WHEREAS, CONSULTANT represents that it has the experience and expertise to perform the Services as set forth in this AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms, and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the PARTIES agree as follows:

1. Recitals

The recitals set forth above are true and correct and incorporated herein by reference.

2. Services to be Furnished by the CONSULTANT

The services described and provided for in Exhibit A (Scope of Services), attached hereto and incorporated herein, which are based upon FORWARD PINELLAS' competitive proposal solicitation 23-0365 - RFP, constitutes the Scope of Services to be performed by the CONSULTANT under this AGREEMENT. Materials or services requested by FORWARD PINELLAS shall be provided by the CONSULTANT in a timely manner.

3. Term

The term of this AGREEMENT shall commence on the Effective Date and shall remain in full force for three (3) years, or until termination of the AGREEMENT, whichever occurs first. The term of this AGREEMENT may be extended with two two-year options for renewal upon written mutual agreement of the PARTIES.

4. Services to be Furnished by FORWARD PINELLAS

FORWARD PINELLAS shall provide the CONSULTANT copies or all existing and previously prepared files/documents pertinent to the AGREEMENT, which FORWARD PINELLAS may have in its possession, when available. However, the onus is on the CONSULTANT to research, design, implement, hire or acquire any component or any part of the project thereof deemed to be requisite for the satisfactory completion of the AGREEMENT.

Under no circumstances will FORWARD PINELLAS be held liable or negligent for the perceived or actual inability of any of its employees to locate, retrieve, furnish, supply or provide any of the requested files needed by the CONSULTANT.

FORWARD PINELLAS personnel shall coordinate all releases of information to the public or other outside agencies, unless otherwise discussed and documented by both parties. The CONSULTANT agrees that it shall make no statements, press releases, or publicity releases concerning this AGREEMENT or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this AGREEMENT, or any particulars thereof, during the period of this AGREEMENT without first notifying FORWARD PINELLAS and securing its prior written consent.

5. Invoice Requirements

The CONSULTANT shall be compensated on a reimbursement basis. The CONSULTANT shall submit electronic invoices on a monthly basis. Task work orders will be negotiated on an as needed basis and may be lump sum or billed based on hourly time worked. All invoices must include a progress report showing the actual tasks performed and their relationship to the fee claimed. All progress reports and invoices shall be emailed to the attention of the FORWARD PINELLAS Executive Director, wblanton@forwardpinellas.org, or his FORWARD PINELLAS staff designee. FORWARD PINELLAS may request additional information and evidence to support any and all invoices for fees claimed to be earned by the CONSULTANT before FORWARD PINELLAS processes the invoices for payment. Invoices for fees or other compensation for services and expenses shall be submitted to FORWARD PINELLAS in detail sufficient for a proper pre-audit and post-audit. Work complete by Disadvantage Business Enterprises (DBEs) must be clearly noted.

All services to be provided by the CONSULTANT under the provisions of this AGREEMENT shall be performed to the reasonable satisfaction of the FORWARD PINELLAS Executive Director. If the services provided are not performed to the reasonable satisfaction of the FORWARD PINELLAS Executive Director, the Parties will agree upon steps to reach reasonable satisfaction. If this cannot be reached, this AGREEMENT may be terminated.

FORWARD PINELLAS shall not approve payment for work done in order to correct errors or omissions on the part of the CONSULTANT. FORWARD PINELLAS in no way obligates itself to check the CONSULTANT's work.

Within 60 calendar days of the AGREEMENT's completion date or termination, the CONSULTANT agrees to submit a final invoice, progress report, a certification of AGREEMENT expenses and third-party audit reports, as applicable.

6. Compensation

Upon Executive Director or designee approval of submitted invoices, FORWARD PINELLAS shall make payments as invoiced to the CONSULTANT in accordance with the following terms. These terms are applicable to all fees incurred.

FORWARD PINELLAS agrees to reimburse CONSULTANT for the performance of authorized services described in Exhibit A. Authorized services shall be billed based on percent complete of tasks, as shown in Exhibit B, attached hereto and incorporated herein. Reasonable business

expenses for requested travel incurred for the services performed by the CONSULTANT must be pre-approved and follow Forward Pinellas' travel guidelines.

The general cost principle and procedures for negotiation and administration, and the determination or allowance of costs under this AGREEMENT, shall be as set forth in the Code of Federal Regulations, Titles 23, 48 and 49; and other pertinent federal, state, and local regulations, as applicable. In the event there is a conflict between federal, state, and local regulations, the more restrictive of the applicable regulations will govern.

7. Records

The CONSULTANT agrees to establish and maintain a set of accounts within the framework of an established accounting system and procedures that can be identified with the AGREEMENT, in accordance with applicable federal and state regulations and other requirements that FDOT and FHWA may impose.

The CONSULTANT agrees that all checks, payrolls, invoices, contracts, vendors, expenses, orders, or other accounting documents related in whole or in part to the AGREEMENT shall be clearly identified, readily accessible, and available to FORWARD PINELLAS upon its request and, to the extent feasible, kept separate from documents not related to the AGREEMENT. All costs charged to the AGREEMENT, including any approved services contributed by the CONSULTANT or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers describing the detail in nature and propriety of the charges.

The CONSULTANT agrees to refrain from drawing checks, drafts, or orders for goods or services to be charged against the AGREEMENT until the CONSULTANT has received and filed in its records a properly signed voucher describing in proper detail the purpose for the expenditure.

8. Reporting, Record Retention and Access

The CONSULTANT agrees to maintain intact and readily accessible all data, documents, reports, accounting records, contracts, change order files (including documentation covering negotiated settlements), and supporting materials relating to the AGREEMENT that the federal government, the state government or FORWARD PINELLAS may require during the course of the AGREEMENT and for five years thereafter. Upon request, the CONSULTANT agrees to permit Forward Pinellas, the Secretary of Transportation; the Comptroller General of the United States; and, if appropriate, the State of Florida or their authorized representatives to inspect all AGREEMENT work, materials, payrolls, and other data, and to audit the books, records, and accounts of the CONSULTANT pertaining to the AGREEMENT as required by 49 U.S.C. § 5325(g).

For the purpose of such audits, inspections, examinations and evaluations, Forward Pinellas's agent or authorized representative shall have access to said records from the effective date of the AGREEMENT, for the duration of work, and until five (5) years after the date of final payment by FORWARD PINELLAS to the CONSULTANT pursuant to this AGREEMENT, or the applicable State of Florida public records retention schedule, whichever is longer.

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

The CONSULTANT agrees that all reports and other documents or information intended for public availability developed under this AGREEMENT and required to be submitted to FORWARD PINELLAS must be prepared and submitted in the original electronic format and in accordance with requirements that FORWARD PINELLAS may specify, understanding that FORWARD PINELLAS reserves the right to request records in other formats.

9. Ownership of Documents

All records, electronic files, documents, plans, specifications, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONSULTANT under this AGREEMENT are the property of FORWARD PINELLAS without restriction or limitation on their use and shall be made available upon request to FORWARD PINELLAS at any time. All such documents shall be delivered to FORWARD PINELLAS upon completion or termination of this AGREEMENT. The CONSULTANT, at its own expense, may retain copies for its files and internal use.

Any and all reports, documents provided or created in connection with this AGREEMENT are and shall remain the property of Forward Pinellas. In the event of termination of this AGREEMENT, any reports, documents and other data prepared by the CONSULTANT, whether finished or unfinished, shall become the property of FORWARD PINELLAS and shall be delivered to Forward Pinellas' Executive Director within seven (7) days of termination of the AGREEMENT by either party.

10. Indemnification

The CONSULTANT shall indemnify and hold harmless FORWARD PINELLAS from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by, or in consequences of any neglect in safeguarding the work; or by on account of any act or omission, neglect, or misconduct of the CONSULTANT; or by, or on account of any claim or amounts recovered under the "Workers' Compensation Law" or a law, bylaws, ordinance, order, or decree, except only such injury or damage as shall be occasioned by the sole negligence of Forward Pinellas. Notwithstanding, nothing herein shall be construed as a waiver of CONSULTANT's sovereign immunity, or limitation thereof beyond Florida Statute §768.28.

The CONSULTANT shall pay FORWARD PINELLAS all losses, damages, expenses, and costs that FORWARD PINELLAS sustains by reason of any default, any negligent act, error or omission, including patent infringements on the part of the CONSULTANT, in connection with the performance of this AGREEMENT.

11. Required Certifications

The CONSULTANT shall obtain, execute and comply with the following certifications:

Insurance. The CONSULTANT shall obtain adequate insurance and provide a certificate of said insurance pursuant to Exhibit C.

Truth-In-Negotiation and Public Entity Crimes Certification. The CONSULTANT agrees to execute the Truth-In-Negotiations Certificate as required by Section 11.45, Florida Statutes, attached to this AGREEMENT as Exhibit, as well as a Public Entity Crimes Certificate, as required by Section

287.133(3)(a), Florida Statutes, and attached to this Agreement as Exhibit D. The original AGREEMENT price and any additions thereto shall be adjusted to exclude any significant sums by which FORWARD PINELLAS determines the AGREEMENT price was increased due to inaccurate or incomplete factual unit costs. All such AGREEMENT adjustments shall be made within one (1) year following the end of the AGREEMENT.

Lobbying. In connection with this AGREEMENT, the CONSULTANT is required to complete Exhibit E “Certification Regarding Lobbying.”

Debarment, Suspension, and Other Responsibility Matters. In connection with this AGREEMENT, the CONSULTANT is required to complete Exhibit F “Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.”

12. Default and Termination

If the CONSULTANT fails to keep or perform any of the terms, covenants, conditions or provisions in this Agreement that the Auditor is required to keep or perform, then within fifteen (15) days of FORWARD PINELLAS becoming aware of the default, FORWARD PINELLAS shall notify the CONSULTANT of the default and demand the default to be cured. Upon receipt of said notice, the CONSULTANT shall have fifteen (15) days from the date of the receipt to cure said default. FORWARD PINELLAS shall have the right to temporarily withhold payment pending correction of any identified deficiencies or disallow funding for all or part of an activity not in compliance with this AGREEMENT. All defaults shall be cured at the sole cost of the CONSULTANT.

Upon the CONSULTANT’s failure to cure such default, FORWARD PINELLAS may terminate this AGREEMENT and may seek any and all such other remedies available in law or equity. Should FORWARD PINELLAS need to pursue any available remedies as a result of the CONSULTANT’s default, FORWARD PINELLAS shall be entitled to recover damages. Failure to elect any of the available remedies upon the occurrence of any default shall not operate as a waiver of any further election of remedies.

13. Title VI and Disadvantaged Business Enterprise Program

The CONSULTANT, including its subconsultants, will not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000d through 2000d-4, and Title 49 CFR, Part 21, or any other protected class as defined by state or federal law.

As a recipient of Federal funds, FORWARD PINELLAS is required to administer a Disadvantaged Business Enterprise (“DBE”) Program in compliance with all laws, regulations, Executive Orders, and guidance including, but not limited to, 49 CFR Part 26. The FORWARD PINELLAS DBE program also applies to its CONSULTANTS who receive Federal funds through the Florida Department of Transportation (“FDOT”). A race-neutral DBE aspirational goal of 10.65% has been established.

The policy of FORWARD PINELLAS regarding DBEs, as defined in 49 CFR Part 26, includes the following:

1. To ensure equal opportunity to receive and participate in U.S. Department of Transportation (USDOT)-assisted contracts;
2. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
3. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
4. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
5. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
6. To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts including an obligation to enter DBE commitments and payments into the Equal Opportunity Compliance System (EOC) system. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this AGREEMENT or such other remedy as FORWARD PINELLAS deems appropriate, which may include, but is not limited to: withholding of payments to CONSULTANT under this AGREEMENT; assessing sanctions; assessing liquidated damages; and/or cancellation, termination or suspension of the AGREEMENT in whole or in part; and/or suspension or debarment of the CONSULTANT from eligibility to contract with FORWARD PINELLAS in the future or to receive bid packages or request for proposal packages. FDOT maintains a directory identifying all firms eligible to participate as DBEs as well as supportive services to assist with the identification and use of DBEs.

14. Assignment

The CONSULTANT shall not assign or transfer its interest in this AGREEMENT without the written consent of Forward Pinellas.

15. Fiscal Funding

Forward Pinellas, in both its roles as the MPO and PPC, is a bona fide CONSULTANT of the State of Florida with its fiscal year ending on September 30 of each calendar. If FORWARD PINELLAS does not have sufficient appropriated funds to continue making the payments required under this AGREEMENT or any of its agreements for any fiscal year subsequent to the one in which this AGREEMENT is executed or entered into, including but not limited to the result of the receipt of insufficient funds from the Florida Department of Transportation or Federal Highway Administration, then this AGREEMENT shall be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated, without penalty or expense to Forward Pinellas. In this event, FORWARD PINELLAS shall not be obligated to make any further payments due beyond said fiscal year.

16. Prohibition Against Contingency Fees

The CONSULTANT warrants that they have not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this AGREEMENT and that the CONSULTANT has not paid or agreed to pay any person, company,

corporation, individual, or firm other than a bona fide employee working for the CONSULTANT any fee, commission, percentage, gift, or any other considerations, contingent upon or resulting from this award or making of this AGREEMENT.

17. Observance of Laws

The CONSULTANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes ordinances, and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, of all County, State, and Federal boards and agencies, and of insurance carriers. The CONSULTANT specifically 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 this provision of this AGREEMENT shall be considered a material breach and shall be grounds for immediate termination of this AGREEMENT. If a dispute arises regarding this AGREEMENT, the Laws of Florida shall govern. Proper venue shall be in Pinellas County, Florida.

18. Independent Consultant

The CONSULTANT acknowledges that it is functioning as an independent consultant in performing under the terms of this AGREEMENT, and it is not acting as an employee or agent of Forward Pinellas.

19. Severability

If any provision of this AGREEMENT is held invalid, the remainder of the AGREEMENT will not be affected thereby, and all other parts of this AGREEMENT will remain in full force and effect.

20. Waiver

Waiver of one or more covenants or conditions of this AGREEMENT by FORWARD PINELLAS shall not be construed as a waiver of a subsequent breach of the same covenant or conditions, and the consent or approval by FORWARD PINELLAS to or if any act by the CONSULTANT requiring Forward Pinellas' consent or approval shall not be construed as consent or approval to or of any subsequent similar act by the CONSULTANT.

21. Entire Agreement

This AGREEMENT represents, together with all Exhibits, the entire written AGREEMENT between FORWARD PINELLAS and supersedes all prior communications and proposals, whether electronic, oral, or written between FORWARD PINELLAS and the CONSULTANT with respect to this AGREEMENT. This AGREEMENT may be amended only by written instrument signed by both FORWARD PINELLAS and the CONSULTANT.

22. Notice and Contacts

All notices required by law and by this AGREEMENT to be given by one party to the other shall be in writing and shall be sent to the following respective addressees:

FORWARD PINELLAS:
Whit Blanton, FAICP, Executive Director
310 Court Street
Clearwater, Florida 33756
Wblanton@forwardpinellas.org

CONSULTANT:

If a different representative is designated after the execution of this AGREEMENT, notice of the new addresses will be made in writing.

23. Conflict of Interest

By accepting award of this AGREEMENT, the CONSULTANT, which shall include its Executive Directors, officers and employees, represents that it presently has no interest in and shall acquire no interest, either directly or indirectly, in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes, but is not limited to, any direct or indirect financial interest in any of the material and equipment manufacturers, suppliers, distributors, or consultants who will be eligible to supply material and equipment for the AGREEMENT for which furnishing its services is required hereunder.

If, in the sole discretion of Forward Pinellas's Executive Director or designee, a conflict of interest is deemed to exist or arise during the term of the AGREEMENT, Forward Pinellas's Executive Director or designee may cancel this AGREEMENT, effective upon the date so stated in the Written Notice of Cancellation, without penalty to Forward Pinellas.

24. Final Closeout

FORWARD PINELLAS may perform a final audit of the records of the CONSULTANT to support the compensation paid to the CONSULTANT under this AGREEMENT. The audit would be performed as soon as practical after completion and acceptance of all contracted services. The final payment to the CONSULTANT may be adjusted for audit results.

25. Piggybacking

The CONSULTANT agrees to make the prices and terms under this AGREEMENT available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this AGREEMENT. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

26. Governing Law and Agreement Execution

The laws of the federal government and the State of Florida shall govern this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first written above.

PINELLAS PLANNING COUNCIL AND PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION

Attest:

By: _____
Whit Blanton, FAICP
Forward Pinellas Executive Director

By: _____
Janet Long
Forward Pinellas Chair

Date: _____

Date: _____

CONSULTANT

Attest:

Date: _____

Exhibit A: Scope of Services

Exhibit B: Rate Schedule

Staff	Fully Loaded Hourly Rate

Exhibit C: Certificate of Insurance and Insurance Requirements

Minimum Insurance Requirements

Prior to the time the CONSULTANT is entitled to commence any part of the project, work, or service under this agreement, the CONSULTANT shall procure, pay for and maintain at least the insurance coverage limits specified below. Said insurance shall be evidenced by delivery to FORWARD PINELLAS of: 1) a Certificate of Insurance executed by the insurers listing coverages and limits, expiration dates, and terms of policies and all endorsements whether or not required by Forward Pinellas, and listing all carriers issuing said policy; 2) a copy of each policy, including all endorsements listed below. The insurance requirement shall remain in effect throughout the term of this agreement.

1. Workers' compensation limits are required by law; employers' liability insurance of not less than \$500,000 for each accident.
2. Comprehensive general liability insurance including, but not limited to, independent CONSULTANT, contractual, premises/operations, products/completed operations, and personal injury covering the liability assumed under indemnification provisions of this Agreement, with limits for liability for personal injury and/or bodily injury, including death, of not less than \$1,000,000 combined single limits. Coverage shall be on an "occurrence" basis.
3. Professional liability insurance from management consultant errors and omissions liability insurance including but not limited to, general accounting, feasibility analysis, cost analysis with minimum limits of \$1,000,000 per occurrence if Occurrence Form is available; or Claims Made Form with "tale coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tale coverage" to be submitted with the invoice for final payment. In lieu of "tale coverage," the CONSULTANT may submit annually to FORWARD PINELLAS current Certificate of Insurance proving claims made insurance remains in force throughout the same (3) years. Any failure to comply with the provisions of this paragraph will be considered a material breach of this Agreement.
4. Comprehensive automobile and truck liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence, and property damage of not less than \$1,000,000 each occurrence. (Combined single limits of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an-occurrence basis, such insurance to include coverage for loading and unloading hazard. Each insurance policy shall include the following conditions by endorsement to the policy:
 - a. Companies issuing the insurance policy, or policies, shall have no recourse against FORWARD PINELLAS for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the CONSULTANT.
 - b. The term FORWARD PINELLAS shall include all authorities, boards, bureaus, commissions, divisions, departments, committees, and offices of FORWARD PINELLAS and individual members, employees thereof in their official capacities, and/or while acting on behalf of Forward Pinellas.
 - c. FORWARD PINELLAS shall be endorsed to the required policy or policies as an additional insured exclusive of professional liability insurance and workers' compensation insurance.
 - d. The policy clause "other insurance" shall not apply to any insurance coverage currently held by FORWARD PINELLAS to any such future coverage or to Forward Pinellas' self-insured retention or whatever nature.
5. The CONSULTANT hereby waives subrogation rights for loss or damage against Forward Pinellas.

Exhibit D. Truth in Negotiation Certificate

In compliance with this Agreement dated _____, between FORWARD PINELLAS and the CONSULTANT, the CONSULTANT herewith certifies that:

1. The rates of compensation and other factual unit costs supporting the compensation are accurate, complete, and correct at the time of contracting.
2. Any and all limitations on current or future years' contract fees, including any arrangements under which fixed limits on fees will not be subject to reconsideration if unexpected accounting issues are encountered, are disclosed herein.
3. Any and all services to be provided under the above-referenced AGREEMENT at rates or terms that are not customary are described herein.

Annual maximum compensation rate is as specified this AGREEMENT.
Standard compensation rate for this type engagement is as negotiated.

CONSULTANT

By:

Date:

Exhibit E. Public Entity Crimes Certificate

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By: _____

(print this individual's name and title)

For: _____

(print name of entity submitting statements)

whose business address is: _____

and if applicable whose Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(a), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an CONSULTANT or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any CONSULTANT or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A. A predecessor or successor of a person convicted of public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one

person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

City of _____

STATE OF FLORIDA

Sworn and subscribed before me this _____ day of _____, 2023 by

_____ Who is Personally known to me

_____ Or who produced identification
(Type of Identification)

(Signature) Notary Public—State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires

(SEAL)

Exhibit F: Certificate Regarding Lobbying

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an CONSULTANT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any CONSULTANT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The CONSULTANT, (name), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ (signature)

Print Name: _____

Title: _____

Date: _____

Exhibit G: Certificate Regarding Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions

(1) The prospective primary participant hereby certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or CONSULTANT;

(b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in paragraph (b) of this certification; and

(d) Have not, within a three-year period preceding this certification, had one or more public transactions (federal, state or local) terminated for cause or default.

(2) The prospective primary participant also hereby certifies that if, later, it becomes aware of any information contradicting the statements of paragraphs (a) through (d) above, it will promptly provide that information to the U.S.D.O.T.

Signature/Authorized Certifying Official Typed Name and Title

Applicant/Organization

Date Signed

Civil Rights Provisions for
MPO RFPs and Contracts (FHWA-assisted)¹

THE PINELLAS COUNTY MPO (Hereinafter MPO) is a sub-recipient of the Federal Highway Administration (FHWA) through the Florida Department of Transportation (FDOT). The MPO anticipates the contract resulting from the instant RFP will be wholly or in part FHWA-assisted. Therefore, the following provisions apply:

1. Title VI of the Civil Rights Act and other Federal/State Nondiscrimination Authorities: All proposers and the selected consultant will abide by applicable nondiscrimination authorities and will not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status.
2. Consultant and Sub-consultant Clauses: The selected consultant will place the following clauses verbatim in all its agreements under or related to this contract

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

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

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

¹ This sample template is for procurement of consultant services. It contains only civil rights requirements and not other federal-aid provisions required by FHWA and/or FDOT. The template should not be used to procure construction or professional services. Use is voluntary and not a certification of substantial compliance.

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. **Nondiscrimination Language for the Public:** The selected consultant will place or cause to be placed in any information developed for public dissemination the following statement: *The MPO does not discriminate in any program, service or activity on the basis of race, color, national origin, sex, age, disability, religion or family status. For more information contact*
WHIT BLANTON at 727-464-8250 or 711 (for hearing impaired). *Those requiring language services (free of charge) or accommodation for a disability should provide contact the MPO at least 3 days in advance.*
4. **Accessibility:** The selected consultant will abide by Title II and Title III of the Americans with Disabilities Act of 1990. Where consultant work items include assessing or planning pedestrian rights of way, it will follow the [FDOT Design Manual](#) or [Florida GreenBook](#), as applicable.
5. **Equal Employment Opportunity (EEO):** The selected consultant will comply with all federal, state and local laws and ordinances applicable to the work or payment for worth thereof, and will not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family

status any aspect of contract delivery including employment practices or the selection and retention of subconsultants/subcontractors.

6. Disadvantaged Business Enterprise – Required Statement: Under 49 CFR 26.13(b), each subconsultant agreement signed by the selected consultant must include the following assurance,

"The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible."

7. Disadvantaged Business Enterprise – Race Neutral Achievement: The MPO is required to implement the FDOT DBE Program on any contracts with FHWA funds. FDOT operates a 100% race and gender-neutral DBE program. This means that FDOT's current overall goal of 10.65 % may be achieved without the use of contract DBE goals.

- a. The MPO will not require use of DBEs by the consultant as a matter of contract, nor will it seek sanctions for failing to use DBEs.
- b. The MPO will not use bidder DBE commitments to evaluate bidder proposals or to select the winning consultant.
- c. The MPO will not employ local or regional preferences in the evaluation or award of the contract.
- d. The MPO is precluded from using any business program besides the FDOT DBE program. County or municipal small, minority or women's programs will not be used in award, evaluation or delivery of the contract.

8. Disadvantaged Business Enterprise – Availability of Supportive Services: The MPO and FDOT are committed to sustainability and growth of DBEs and other small businesses. The MPO urges the selected consultant to make considered efforts to identify and use these firms. For assistance with locating DBEs, the consultant may access the [Florida DBE Directory](#). Further assistance may be obtained by contacting FDOT DBE supportive services provider at <https://www.fdotdbesupportservices.com/>, 866-378-6653. Supportive services are offered free of charge to DBEs and contractors/consultants.

9. Disadvantaged Business Enterprise – Reporting:

- a. All bidders must provide Bidders Opportunity List information in the FDOT Equal Opportunity Compliance (EOC) System. Instructions for doing so are located on the FDOT website at https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/content/equalopportunity/eoc-help/bidders-opportunity-list/report-bidders-list.pdf?sfvrsn=dde4e3b5_0
 - b. The selected consultant must use the FDOT EOC system to report the use (or lack thereof) of DBEs. The consultant must enter both its DBE commitments and subcontractor list in EOC. Instructions for doing so are located on the FDOT website at <https://www.fdot.gov/equalopportunity/eoc.shtm>.
 - c. The selected consultant must access FDOT at least every thirty (30) days to update commitments and enter EOC payments. Instructions for doing so are located on the FDOT website at <https://www.fdot.gov/equalopportunity/eoc.shtm>.
10. Subconsultant Prompt Payment and Return of Retainage: The consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the consultant receiving payment from the MPO. The MPO is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The MPO is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
11. Cooperation with MPO Oversight: The MPO is responsible for conducting and documenting oversight of the RFP, bidding process, award and delivery of the consultant contract for compliance with civil rights authorities. This includes but is not limited to conducting Commercially Useful Function (CUF) reviews on all DBEs used by the selected consultant (or the consultant itself, if a DBE), and by reviewing payments and retainage to ensure subconsultants are paid promptly as defined in paragraph 11. The selected consultant will cooperate fully with MPO oversight efforts, as well as those instituted by FDOT and/or FHWA.
12. Sanctions for Noncompliance: The selected consultant is responsible for compliance with this section, both for itself and its subconsultants, if any. Failure to comply with any provision of this section is a material breach of contract and could result in sanctions taken by the MPO or the primary recipient, FDOT, including but not limited to termination of the contract; withholding progress or final payments; assessing liquidated damages; disqualifying the consultant from future work; or referral of noncompliance determination(s) to the FDOT or USDOT Offices of Inspector General, if appropriate.

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PINELLAS COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO) GRANTS

Grant Provider: State of Florida

Grant Name: Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research Grant

Grant Financial Project Number(s): 402514-1-14-22

Grant Requirements / Purpose: The purpose of this grant is to provide for the Florida Department of Transportation's financial participation in support of the Pinellas County MPO's Unified Planning Work Program (UPWP)

Grant Amount(s): \$458,593

Grant Provider: State of Florida

Grant Name: Consolidated Planning Grant

Grant Financial Project Number(s): 439338-4-14-01 / 439338-4-14-02

Grant Requirements / Purpose: The purpose of this grant is to pass financial assistance through the Florida Department of Transportation in the form of Federal Highway Administration (FHWA) funds to the MPO for the completion of transportation related planning activities set forth in the UPWP as required by state and federal law

Grant Amount(s): \$5,329,585