



Property Appraiser Hillsborough County

ADDENDUM NO. 1

DATE:	December 15, 2017
RFP NO.:	16560
RFP TITLE:	Professional Services for Photogrammetric and Digital Aerial Mapping

This Addendum is an integral part of the Request for Proposal under consideration by you as a Proposer in connection with the subject matter herein identified above. If the Bid has already been received by Hillsborough County Property Appraiser's Office and your firm has changes to make to the original submission, Proposer may withdraw their response and re-submit a revised response by the Response Submittal Deadline. If the Bid has already been received by Hillsborough County Property Appraiser's and you have no changes to make to your original bid response, no further action is needed. The information included herein is hereby incorporated into the contract documents of this present bid matter and supersedes any conflicting contract documents or portion thereof previously issued.

Summary of changes include:

1. **Revise** the following:
 - A) **Specifications**
Part 1, Background, Section 1.2;
Part 4, Scope of Work, Section 4.1, 4.7;
Part 5, Orthophotography and Oblique Photography Base Requirements, Section 5.1;
Part 6, Orthophotography Deliverables Specifications, Section 6.1
 - C) **Special Terms and Conditions**
Part 2, Eligibility for Consideration, Section 2.2
2. **Add** the following:
 - A) **Specifications**
Part 8, Disaster Coverage Imagery

For Additional Information, Contact:

Bill Ward, Director of Business Services and Media Relations
Telephone: (813) 276-8910
E-mail: wardb@hcpafll.org



Property Appraiser Hillsborough County

Hillsborough County Property Appraiser's Office

REQUEST FOR PROPOSAL

(RFP NO. 16560)

FOR

PROFESSIONAL SERVICES, PHOTOGRAMMETRIC AND DIGITAL AERIAL MAPPING

IMPORTANT INFORMATION

DESCRIPTION: The Hillsborough County Property Appraiser’s Office (HCPA) and Hillsborough County are seeking qualified consultants to provide the HCPA and Hillsborough County with high-resolution aerial photography (Ortho and Oblique) services. The services will be used to enhance mapping systems and improve related applications for the HCPA.

SUBMITTAL DEADLINE: 2:00 p.m., Wednesday, Dec. 20, 2017

- Proposers are directed to deliver or mail **ONE (1) ORIGINAL** (clearly marked “ORIGINAL”), **FIVE (5) COPIES** (clearly marked “COPY”) of its Response(s) to the following address prior to the above-referenced deadline:

County Center
Hillsborough County Property Appraiser
Attn: Bill Ward
601 E. Kennedy Blvd., 15th Floor
Tampa, Florida 33602

- All Responses shall be sealed with the label below affixed on the front of the package. Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested

SEALED PROPOSAL	
SEALED PROPOSAL NO.:	16560
PROPOSAL TITLE :	Professional Services for Photogrammetric and Digital Aerial Mapping
SUBMITTAL DEADLINE:	2:00 P.M., WEDNESDAY, DECEMBER 20, 2017
SUBMITTED BY:	_____
	(Name of Company)

- Late bids will be returned to the Bidder unopened with the notation: “This bid was received after the delivery time designated for receipt.”

NOTE: There will be no formal bid opening for this RFP.

PRE-BID MEETING:

10:00 a.m., Wednesday, Dec. 6, 2017

County Center
HCPA Offices
601 E. Kennedy Blvd. 15th Floor
Tampa, FL 33602

Teleconference is available – Please contact Bill Ward for details

FOR ADDITIONAL INFORMATION, CONTACT:

Bill Ward, Director of Business Services and Media Relations
Telephone: (813) 276-8910
E-mail: wardb@hcpafl.org

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A) Specifications

1. Background

- 1.1 Hillsborough County is approximately 1,020 square miles of land mass adjacent to Pasco, Pinellas, Polk and Manatee counties, and surrounded by the waters of Tampa Bay and the Gulf of Mexico. Hillsborough County has 39.2 miles of shoreline and includes portions of the Courtney Campbell Causeway, Howard Franklin Bridge, Skyway Bridge and the island of Egmont Key in the Gulf of Mexico.
- 1.2 Historically, Hillsborough County's digital aerial imagery acquisitions (including both ortho and oblique photography) have occurred every other year during December and January (as atmospheric conditions permit), with final product deliverable occurring no later than 90 days from the original data acquisition. The HCPA is now seeking to increase the number of annual ortho imagery captures to ~~three~~ one per year and capture oblique imagery at least once per year, as well as shorten the final product delivery time to no later than 30 days from data acquisition.

2. Purpose

- 2.1 The purpose of this competitive process is to ensure Hillsborough County Property Appraiser compliance with Section 287.055 Florida Statutes known as the "Consultants' Competitive Negotiation Act" (CCNA). The CCNA establishes contracting procedures by which counties must select architects, professional engineers, landscape architects, and surveyors and mappers ("Professional Firms") for architectural, engineering, landscaping and mapping services ("Professional Services"). The CCNA process allows for professional firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the HCPA.

3. Objective

- 3.1 The HCPA and Hillsborough County are seeking qualified consultants to provide the HCPA and Hillsborough County with high-resolution aerial photography (Ortho- and Oblique) services. The services will be used to enhance mapping systems and improve related applications for the HCPA.

4. Scope Of Work

- 4.1 The HCPA will use these services for the purposes of land records management, infrastructure management, engineering pre-design, map production, GIS activities, real estate and tangible property valuation and various land and environmental analysis. In order to meet the suitability requirements for these applications, it is necessary that the products be to the accuracy and precision outlined in the specifications contained herein and adhere to all applicable Florida Statutes. According to section 193.023, Florida Statutes, the Florida Department of Revenue (FDOR) shall establish minimum standards for the use of image technology consistent with standards developed by professionally recognized sources for mass appraisal of real property. The FDOR states that orthophotos are a type of survey as defined in Chapter 472, Florida Statutes, Professional Surveying and Mapping. Therefore, the procurement of professional services to create orthophotos

must be in compliance with section 287.055, Florida Statutes, and all work performed for this project must be in compliance with the Minimum Technical Standards, Rule Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472. Where applicable, all mapping and data collection work will be done in accordance with Chapter 472, F.S., Professional Survey and Mapping. All deliverables will be made available to the FDOR, to the public via the HCPA website and will be subject to any public records request pursuant to Chapter 119, Florida Statutes.

- 4.2 At a minimum, the Consultant shall provide the HCPA access to high-resolution historical ortho and oblique imagery for the last two (2) years from the time of execution of the contract.
- 4.3 Work to be performed by the consultant shall be on an assignment-by-assignment basis. Work assignments (Work Orders) shall be made by the HCPA project manager or designee. Prior to any work assignments being made, based on mutual discussions between the HCPA and the consultant, the consultant shall be required to prepare a detailed scope of work and schedule for the assignment which shall include a not to exceed budget amount for the assignment. The consultant shall not perform work under the contract without written authorization from the HCPA. The consultant shall waive any claim for compensation for any work performed without written authorization
- 4.4 It is the intent of the HCPA to develop master agreements to be executed by selected firm(s) and to establish a contract purchase order with a value ceiling designated by the HCPA over the initial contract term from which individual work assignment will be issued. There is no guarantee, expressed or implied; that a selected firm will receive a work assignment or that the work assignment(s) will aggregate this amount.
- 4.5 The delivered ortho and oblique photography shall integrate seamlessly with the HCPA's desktop appraisal software (GeoViewPort by iLookabout) and the HCPA's Computer Assisted Mass Appraisal (CAMA) software (Custom CAMA by Thomson Reuters).
- 4.6 The HCPA will request a scope of work from the selected firm(s) and negotiate a scope of work and fee for the proposed services for a particular work assignment under the terms of the Master Agreement.
- 4.7 Services include but are not limited to the following items:

Key Requirements ~~Deliverables~~ of two-year contract:

Aerial Photography

- ~~Three (3)~~ One (1) digital orthophotography captures per year of Hillsborough County, from which there will be two deliverables.
- The first deliverable will be at a minimum of 3-inch resolution.
- The second deliverable will be created from the 3-inch resolution capture by resampling the imagery UPWARD to 6-inch resolution. ~~This deliverable is intended for internal use only by the HCPA and any Hillsborough County agency designated by the HCPA.~~
- One (1) digital orthophotography capture adhering to Florida Department of Revenue (FDOR) specifications at a minimum of 6-inch resolution. ~~This deliverable will be made available to the FDOR, to the public via the HCPA~~

~~website and by any public records request subject to Florida Statutes Chapter 119. HCPA will determine which year this FDOR and public imagery will be collected during the two-year contract.~~

- One (1) oblique photography capture per year of Hillsborough County at a minimum of 3-inch resolution

5. Orthophotography and Oblique Photography Base Requirements

5.1 Orthophotography

5.1.1 All imagery shall be collected using a calibrated digital aerial sensor.

5.1.2 For the orthophotography intended for FDOR and public use, the Consultant will deliver image tiles in GeoTIFF, Mr.SID and ECW formats that have been resampled upward to a minimum of 6-inch resolution in the final tiles. Delivery shall include a single mosaic of the entire county in an ECW format and made available on an external hard drive. For all the three orthophotography collections, the Consultant will deliver image tiles in GeoTIFF, Mr.SID and ECW format of the entire county. ~~that have been resampled to a minimum of 3-inch resolution in the final tiles.~~ Delivery shall include a single mosaic of the entire county in an ECW format and made available on a hard drive and online for unlimited viewing, including in ArcMap 10.1 or later, by agencies and/or individual users authorized by HCPA.

5.1.3 The Consultant will capture and deliver the image tiles of the entire county ~~three times~~ once per year with the first capture and delivery occurring between December and April. ~~the second capture and delivery occurring between May and August and the third capture and delivery occurring between September and December.~~ Once a capture of the entire county is completed, the Consultant will have a maximum of 30 days to deliver the final imagery. The HCPA will have access to sample tiles of the captured imagery prior to delivery for quality control purposes and approval.

5.1.4 Unless otherwise requested, the orthophotography and other derivative products shall be referenced to the latest NGS realization of the North American Datum of 1983 (NAD83)/~~HARN~~ adjustment. The current adjustment is 2011. The map projection referenced shall be to the appropriate Florida State Plane Coordinate System in units of US Survey Feet. Vertical Datum shall be referenced to the North American Vertical Datum of 1988 (NAVD 88).

5.2 Oblique Photography

5.2.1 Color oblique imagery will be a JPEG or GeoTIFF mosaic delivered on a physical drive in JPEG format, georeferenced with a custom trailer containing all the necessary metadata for each image. Also, the color oblique imagery will be available on an external hard drive and for unlimited viewing online by the HCPA and other Hillsborough County government agencies designated by the HCPA.

5.2.2 Consultant will make available via HCPA website link color oblique imagery for unlimited public viewing with basic panning, zooming and printing functionality of the entire county of Hillsborough. Public access to the flights' oblique imagery will be made available at least once during the two-year contract. If contract is extended, consultant will make available via HCPA website link one additional color oblique imagery for unlimited public

- consumption.
- 5.2.3 Images must have an unobstructed view of the ground and objects on the ground with minimum nominal oblique ground sampling distance of 3 inches.
- 5.2.4 The Consultant will deliver shapefiles representing the oblique footprint of each image trapezoid in State Plane Coordinate System, NAD83 Florida West HARN, U.S. Feet.

6. Orthophotography Deliverables Specifications:

- 6.1 All deliverables will be the property of the HCPA and are considered public record under Florida Statutes Chapter 119. The Consultant will deliver both the Ortho-Rectified color infrared and natural color imagery. ~~as well as stereoscopic panchromatic imagery.~~ The Consultant will retain a copy of the original data for a minimum period of five (5) years and must contact the HCPA before destroying the data.
- 6.2 The Consultant will document all data deliveries with an itemized transmittal letter.
- 6.3 File formats and image types clarity and quality of the imagery is of the highest importance. Imagery will be delivered as uncompressed GeoTIFF images with valid projection header information, as well as compressed in MrSID and ECW formats.
- 6.4 The Consultant will include a file "*ProjectName_Cutlines*" in ESRI Shape file format, containing a feature class of non-overlapping polygons with no data voids for the project area. Each polygon will delineate image capture dates used to seam together photographs for the production of orthophotography. The feature class should conform to project boundary, and must have one date field named FLIGHTDATE that identifies the date the imagery was collected. The FLIGHTDATE attribute field should be populated as *YYYYMMDD*. An additional field in the cutline polygon will be required for specifying the GeoTiff filename.
- 6.5 The Consultant Professional Surveyor and Mapper (PSM) will prepare a survey report that documents all processes and is compliant with relevant Minimal Technical Standards for Professional Surveying and Mapping done in Florida. The Report of Orthophotography Survey that shall at a minimum include the following items:
 - 6.5.1 Project title and reference number
 - 6.5.2 Name and address of corporation (certificate of authorization number)
 - 6.5.3 Surveyor in responsible charge (contact information)
 - 6.5.4 Abbreviations, definitions; data sources; etc.
 - 6.5.5 Final deliverable listing of files stating filename with extension and delivery date in the appendix of the survey report.
 - 6.5.6 Introduction, purpose, objectives
 - 6.5.7 Scope of work
 - 6.5.8 Reference to ground control survey by title, survey date, corporation, and certifying Surveyor and Mapper.
 - 6.5.9 Describe all equipment used, software used, etc.
 - 6.5.10 Imaging sensor description and calibration report
 - 6.5.11 Airborne GPS report
 - 6.5.12 Aerial triangulation control coordinates and aerial triangulation blocks along with statistical summaries
 - 6.5.13 Check point accuracy analysis according to the FGDC NATIONAL STANDARD FOR SPATIAL DATA ACCURACY (FGDC-STD-007.3-1998)
 - 6.5.14 Digital Orthophoto image acquisition dates and logs

- 6.5.15 Digital Orthophoto image production specifications
- 6.5.16 Digital elevation model acquisition (identify source and accuracy)
- 6.5.17 List of field and office personnel
- 6.5.18 Professional Surveyor and Mapper certification will include the following: “I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS DIGITAL ORTHOPHOTOGRAPHY MAP MEETS OR EXCEEDS THE CONTRACT REQUIREMENTS AND THE MINIMUM TECHNICAL STANDARDS APPLICABLE FOR THIS WORK, AS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472, FLORIDA STATUTE”.
- 6.5.19 FGDC Metadata for each image tile in digital XML file format.
- 6.5.20 Report will include a map overlay which will display the following items:
 - i All horizontal and vertical ground control will identify which points were constrained during aerial triangulation and which points were used for check during NSSDA analysis.
 - ii Aerial triangulation blocks.
 - iii Shapefiles supporting the map overlay.
 - iv Digital orthophotography cutlines and dates associated with the strips
 - v Digital orthophotography tile limits and layout
 - vi Base map features (USGS quad, county boundaries, major roads, major hydrography /water bodies, township/range lines, basin boundaries, cities).
 - vii The Consultant will deliver two (2) hardcopies of this report with the following final digital media deliverables.
 - viii Final digital media submittal will include:
 - (a) Digital copy of the Orthophotography Survey report
 - (b) Orthophotography image tiles
 - (c) Metadata XML file for each image tile
 - (d) Final surface model used to rectify photography
 - (e) Image checkpoints used for accuracy testing in Shape File (point) format and excel format
 - (f) Digital files used for Survey Report map overlays in ESRI Shape file format:
 - 1. All horizontal and vertical ground control with identify which points were constrained during aerial triangulation and which points were used for check during NSSDA analysis.
 - 2. Aerial triangulation blocks
 - 3. Digital orthophotography cut lines and dates associated with the photographs
 - 4. Digital orthophotography tile limits and layout
 - 5. Digital orthophotography Control Point Locations
 - 6. Final submittals will be delivered on a single portable external USB accessible computer drive and accompanied by an itemized transmittal letter. All deliverables including the portable hard drive will become the property of the HCPA. The drive shall be labeled on the outside with the following information:
Project Title
Purchase Order Number
Work Order Name

	Work Order Number
	Consultant Name
	Project Manager's Name
ix	Metadata compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for spatial metadata in and ArcCatalog compatible XML format will be delivered. Metadata should be in accordance with recommendation of the National Digital Elevation Program Guidelines for Digital Elevation Data, Version 1. The following minimum guidelines must be adhered to in the metadata:
x	Metadata must be delivered in a format compatible with ArcGIS 10.3
xi	Copies of all survey reports must be delivered in PDF format. The HCPA will utilize these as attachments to the FGDC metadata.

7. Oblique Photography Deliverables Specifications:

- 7.1 A minimum nominal oblique ground sampling distance of at least three (3) inches measured at the center of each oblique image.
- 7.2 All the Oblique Imagery should be delivered in JPEG format with geo-referencing metadata
- 7.3 The Oblique Imagery should have an unobstructed view of the ground and objects on the ground from at least four (4) Oblique views from cardinal directions.
- 7.4 The consultant should be able to capture the Oblique Imagery without infringing the Air Traffic Control flying height restrictions in the Hillsborough County region.
- 7.5 The Consultant will deliver shapefiles representing the oblique footprint of each image trapezoid in State Plane Coordinate System, NAD83 Florida West HARN, U.S. Feet.
- 7.6 The radiometric quality of the Oblique imagery should be optimized. The imagery should be free of artifacts caused due to atmospheric conditions or system malfunction.
- 7.7 All the Oblique Imagery should be captured when the sun-angle is higher than 30 degrees. Also, the Oblique imagery should be free of cloud, cloud-shadows or any other artifact that inhibits the clear view of the ground.
- 7.8 The consultant should perform combined Aerial Triangulation of the different views of the Oblique Imagery to ensure the relative accuracy of the ground features from different look angles.
- 7.9 The consultant shall deliver oblique imagery in a web-based application with a minimum of the following tools:
 - i The Oblique application should enable the user to explore each property with cardinal direction oblique imagery.
 - ii The Oblique application should have measurement tools for accurately determining area, distances, heights, etc.

- iii The Oblique application should be able to display all history oblique imagery of the capture area.
- iv The Oblique application should be able to display the different vintages of the oblique imagery captured under the scope of this RFP as side-by-side comparisons for change analysis.
- v The Oblique application should be compatible with the iLookAbout GeoViewPort application
- vi The user should be able to access the time and date of capture for each Oblique image.

8. Disaster Coverage Imagery

Upon request of the HCPA, Contractor will provide at no additional charge updated imagery of up to 300 square miles of affected areas upon the occurrence of any of the following events:

- 8.1 Hurricane: areas affected by hurricanes of Category I and higher. (Coverage for areas below Category I, i.e., Tropical Storms, and for areas exceeding 300 square miles will be subject to vendor resource availability)
- 8.2 Tornado: areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 300 square miles will be subject to vendor resource availability)
- 8.3 Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 300 square miles will be subject to vendor resource availability)
- 8.4 Terrorist: areas affected by damage from terrorist attack. (Coverage for areas exceeding 300 square miles will be subject to vendor resource availability)
- 8.5 Earthquake: areas affected by damage to infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 300 square miles will be vendor resource availability)

B) Instructions for Responses

1. Delivery of Responses

- 1.1 All responses must be submitted in a **sealed** envelope and delivered or mailed to the HCPA by date and times in accordance with the information and requirements stated on Page 2 (Important Information) of this RFP.
- 1.2 HCPA will in no way be responsible for delays caused by the United States Postal Services or for delays caused by any other occurrence. Bidders are cautioned to plan necessary delivery time accordingly.

2. Questions/Requests for Interpretation & Addenda

- 2.1 No substantive interpretation of this RFP will be made to any bidder orally. Every question and/or request for such interpretation must be emailed and addressed to the following person:

Bill Ward, Director of Business Services and Media Relations
E-mail: wardb@hcpafl.org

- 2.2 Questions/requests for interpretation will be answered in writing and, if, in the sole discretion of HCPA it is deemed necessary, any substantive interpretations and any supplemental instructions will be in the form of a written addendum which, if issued, will be posted on www.hcpafl.org and DemandStar at www.demandstar.com

- 2.3 No oral understanding or agreement shall be binding on either party. Failure of an Offeror to receive any such Amendment or interpretation shall not relieve said Offeror from an obligation under its Offer as submitted. All Amendment(s) so issued shall become part of the Contract Documents.

3. Cost of Preparation

Costs incurred for developing responses and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the HCPA.

4. Rejection of Proposals, Withdrawal of Proposals, and Modification of Proposals

- 4.1 A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The HCPA may reject any or all proposals and may waive an immaterial deviation in a bid. The HCPA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements if awarded the agreement.

- 4.2 A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

- 4.3 A bidder may withdraw its bid by submitting a written withdrawal request to the HCPA, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.

- 4.4 The HCPA may modify the RFP prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.

- 4.5 The HCPA reserves the right to reject all bids. The HCPA is not required to award an agreement.

- 4.6 Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.

- 4.7 The HCPA reserves the right to cancel, in whole, or in part, this solicitation document when deemed to be in the best interest of the HCPA.

5. **Deviations**

- 5.1 Bids must be submitted for the all requirements and performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- 5.2 The HCPA does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected.

6. **Acceptance of Applicable Policies and Procedures**

- 6.1 Firms responding to this RFP agree by submission of such response to accept and comply with the HCPA policies and procedures that apply to the selection process for this project.
- 6.2 Any concerns, or issues, relating to current policies and procedures may be addressed with county staff, but separate from this selection process.

7. **Fiscal Non-Funding/Availability of Funding**

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

8. **Changes in Project Team for Shortlisted Firms**

- 8.1 A change in the project team of a shortlisted firm after the submission of the response to this RFP could result in reconsideration of the scoring of applicable evaluation criteria.
- 8.2 Any changes in the project team of a shortlisted firm should be brought to the attention of the HCPA as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted for an original project team member, must be submitted, prior to oral presentation, to the individual specified as contact person for this RFP.
- 8.3 No increases in scoring will result from the reconsideration of changes in the project team of a shortlisted firm.
- 8.4 Decreases in scoring may result from the reconsideration of changes in the project team of a shortlisted firm.

9 **Conflict Of Interest**

No firm shall be eligible for selection on any project and no work shall be assigned to a firm which conflicts with or is duplicative of any work by the firm or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation or firm.

10 **Contractor Must Have Legally Authorized Workforce**

- 10.1 Contractor is advised that the HCPA has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the HCPA will, in part, seek to promote the principles of ethical business conduct,

prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE.

Accordingly, by submitting its Offer, Contractor represents and warrants:

that Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, that all of Contractor's employees are legally eligible to work in the United States, and that the Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Eligibility Verification Form (the Form I-9).

- 10.2 A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the HCPA's award of a Contract to the Contractor unless such an allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the HCPA.
- 10.3 Legitimate claims of the Contractor's use of unauthorized workers must be reported to both of the following agencies: Hillsborough County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).
- 10.4 In the event it is discovered that the Contractor's employees are not legally eligible to work in the United States, then the HCPA may, in its sole discretion, demand that the Contractor cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the HCPA, and/or debar the Contractor from bidding on all County contracts for a period of up to 24 months, and/or take any and all legal action deemed necessary and appropriate.
- 10.5 Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:
- 10.6 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- 10.7 Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.
- 10.8 Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
- 10.9 Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.
- 10.10 Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
- 10.11 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- 10.12 Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.
- 10.13 Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
- 10.14 Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity

relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

- 10.15 Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
- 10.16 Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

11 Failure to Perform

If, during the Contract Period, the Consultant should refuse or otherwise fail to perform any of its obligations under the Contract, the HCPA reserves the right to:

- 11.1 Obtain the goods, Services and/or Work from another consultant; and/or
- 11.2 Terminate the Contract; and/or
- 11.3 Suspend/debar the Consultant from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or
- 11.4 Pursue any and all other remedies available to the HCPA.

12 Hillsborough County Business Tax

All Offerors are required to comply with Hillsborough County Code of Ordinances and Laws, Part A, Chapter 46, Article III, as may be amended in the future. Failure of an Offeror to comply with such regulation shall not be a basis to protest the HCPA's award of the Contract; instead, any reported failure of an Offeror to comply with these regulations will be referred to the Hillsborough County Tax Collector.

13 Initial Ranking for the Project

The initial ranking for this project will be made on the basis of scoring on the following items for each firm submitting a response that has been determined responsive to the requirements of this Request for Professional Services:

- i) Responses to the five evaluation criteria specified in Evaluation Criteria for Written Response of this Request for Professional Services.
 - **MAXIMUM POINTS: 100**
 - Scored by the Evaluation Committee.
 - The Evaluation Committee's scoring will be based only on the information contained in the response.
- ii) EQUAL OPPORTUNITY/AFFIRMATIVE ACTION QUESTIONNAIRE
 - **MAXIMUM POINTS: 4**
- iii) VOLUME OF WORK REPORT
 - **MAXIMUM POINTS: 5**

14 Maintenance of Records/Public Records Law

- a) In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers should be aware that this Solicitation Document and all Proposals are in the public domain and are available for public inspection. Proposers are requested, however, to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the

applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Proposer's confidential and/or proprietary information.

- b) All Proposals received in response to this Solicitation Document will become the property of the HCPA and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the HCPA.
- c) All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Solicitation Document number marked on the outside.
- d) The HCPA will not accept Proposals when the entire Proposal is labeled as exempt from public disclosure.
- e) Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in the Proposal as exempt from public disclosure, Proposer agrees to defend the HCPA (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the HCPA (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the HCPA by reason of any claim or action related to Proposer's designation of material as exempt from public disclosure.
- f) f) IF THE PROFESSIONAL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROFESSIONAL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

813-276-8827, shepherdw@hcpafl.org,

**Property Appraisers Office, 601 E. Kennedy Blvd., 15th Floor,
Tampa, Florida 33602**

- g) If under this Agreement, the Professional is providing services and is acting on behalf of the HCPA as provided under Section 119.011(2), Florida Statutes, the Professional will comply with public records law, and agrees to:
- h) Keep and maintain public records required by the HCPA to perform the services.
- i) Upon request from the HCPA's custodian of public records, provide the HCPA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- j) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Professional does not transfer the records to the HCPA.
- k) Upon completion of the Agreement, transfer at no cost to the HCPA, all public records in possession of the Professional or keep and maintain public records required by the HCPA to perform the service. If the Professional transfers all public records to the HCPA upon completion of the Agreement, the Professional shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon completion of the Agreement, the Professional shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the HCPA, upon request from the HCPA's

custodian of public records, in a format that is compatible with the information technology systems of the HCPA.

- l) Failure of the Professional to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, shall be grounds for immediate unilateral termination of this Agreement by the HCPA.

15 **Public Entity Crimes Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer, or reply on a contract to provide any goods or services to a public entity; may not submit an offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit offers, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The HCPA may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Bidder/Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

16 **Reuse of Existing Plans**

The plans on this project are subject to reuse in accordance with FS. 287.055(10).

17 **Security of Plans and Specifications**

Professional agrees to use care in protecting plans and specifications for County Infrastructure from access by unauthorized persons. Release of documents or information other than as required to fulfill the scope of the contract is prohibited. The HCPA's Project Manager is empowered to authorize release of documents. Failure to protect these documents could jeopardize the safety of the citizens of Hillsborough County, so they must always be treated with the utmost care.

18 **Volume of Work (See Exhibit II-Volume of Work)**

- 21.1 A Volume of Work Score will be applied to the evaluation score for each firm submitting a response to the RFP.
- 21.2 The volume of work for a firm shall be the amount of payments made to a firm during the two previously completed fiscal years. The amounts are retrieved from the HCPA official financial accounting system.
- 21.3 The volume of work will be converted to a Volume of Work Score, based on a predetermined conversion chart.
- 21.4 The range of points will be a maximum of five (5) and a minimum of zero (0).
- 21.5 A firm will receive no points when its total payments for the two previously completed fiscal years have exceeded **\$1,000,000**.

C) Special Terms and Conditions

1. Term Contract

1.1 Contract Period for Term Contract

The Contract resulting from this Solicitation Document will be in effect for a two (2) year period (ending on the last day of the final month) from the effective date of the Contract as established by the Hillsborough County Property Appraiser's Office. Services may not begin until after execution of the agreement and approval of all require documentation.

1.2 Renewal Option (Unilateral)

At the sole option of the HCPA, this Contract may be renewed for two (2) additional one (1) year periods at the same prices, terms and conditions. The HCPA alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest.

2. Eligibility for Consideration *

2.1 Compliance with Certification Requirements

Only firms certified by Hillsborough County as qualified to provide the required services will be recommended for selection for this project.

2.2 ~~Certification for this project is required in Engineering-~~ All work performed must be in accordance with the Standards of Practice Chapter 5J-17, F.A.C., pursuant to Chapter 472, Florida Statutes.

2.2.1.1 If a response is otherwise compliant with the requirements of this Request for Professional Services, and the submitting firm is not certified, the response will be forwarded to the Evaluation Committee for evaluation.

2.2.1.2 If the certification requirements are not completed by the announcement of the shortlist, the firm will be given no further consideration for selection for the project.

2.2.1.3 All requests for certification shall be submitted to the contact person for this Request for Professional Services.

2.3 Each firm shall submit its response in the name in which it is certified.

2.4 Compliance with RFP Requirements

2.5 Each response that is forwarded for evaluation **must** meet the requirements specified in this Request for Professional Services.

2.6 Failure to submit all required items in the manner specified may result in your submittal being found unacceptable.

2.7 Any submittal found unacceptable will not be considered for selection for this project.

2.8 Response materials shall be attached in the order indicated in the "Evaluation Criteria for Written Response" section.

2.9 The response information shall be included on either the forms provided in this Request for Professional Services, or a reasonable facsimile of the provided forms.

2.10 Firms choosing to use reasonable facsimiles of required forms should maintain both the format and content of the provided forms.

2.11 Each response to the evaluation criteria must contain the following:

i. Each of the criteria in the Evaluation Criteria section must be specifically addressed.

- ii. Responses should include, but not necessarily be limited to, the information included with each of the criteria.
- iii. Responses **shall not exceed** the established page limits.

3. Evaluation Criteria for Written Response (See Exhibit I – Criteria Rating Guide)

3.1 ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL (Maximum Points – 30)

Responses limited to five (5) page(s) maximum for narrative, plus organizational charts, plus resumes for key personnel

- a. Attach resumes only for key personnel of the Project Team, detailing past experience as it relates to projects of similar size and type.
- b. Submit separate organizational charts delineating personnel assigned to both construction and design services, if applicable.

3.2 FIRM'S EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE (Maximum Points – 25)

Responses must have only one (1) project per page.

- a. List a maximum of ten (10) recent projects, preferably during the past five (5) years, to indicate proficiency in similar work.

3.3 FIRM'S WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS (Maximum Points – 25)

Response limited to two (2) pages maximum.

- a. Provide a short narrative outlining how you propose to manage the project in order to meet schedule and budget requirements.
- b. Indicate the controls to be utilized to maintain both schedule and budget for this project.
- c. Describe how personnel will be assigned, and tasks effectively handled, in order to provide the most efficient service on the project (during both the design and the construction phases, if applicable).

3.4 EFFECT OF FIRM'S RECENT, CURRENT AND PROJECTED WORKLOAD (Maximum Points – 10)

Responses limited to two (2) pages maximum, plus a one page graphic representation.

- i) Describe the current workload and your daily ability to handle the scope of services.
- ii) Provide a graphic representation, one page maximum, of your current commitment over the next one year period for key members of the project team, including any subconsultants.

3.5 EFFECT OF PROJECT TEAM LOCATION (Maximum Points – 10)

Response limited to one (1) page maximum.

- i) Define where elements of the work will be performed (city/state), whether performed by prime or subconsultant firms, and who in the Proposer's organizational chart will oversee performance of that work.
- ii) Specify the members of the project team and office location for each.

- iii) A firm shall be considered local if it is within the Tampa Bay Regional Partnership area, made up of Hillsborough, Pinellas, Pasco, Polk, Manatee, Sarasota and Hernando Counties.

4. Oral Presentation/Telephone Discussions *

- i. Plan to shortlist no less than three (3) firms for this project.
- ii. Telephone Discussions will be held with each of the shortlisted firms.
- iii. Oral Presentations by the shortlisted firms may be required on this project.

5. Pre-Bid/Proposal/Quote Conference and Site Visit *

A Pre- Proposal Conference concerning this present Solicitation Document will be conducted by Hillsborough County at:

10:00 a.m., Wednesday, Dec. 6, 2017

County Center

HCPA Offices

601 E. Kennedy Blvd. 15th Floor

Tampa, FL 33602

Teleconference is available – Please contact Bill Ward for details

All interested parties are encouraged to attend.

6. Professional's Insurance *

- i. During the life of this Agreement, the Professional shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the HCPA. Promptly after HCPA's issuance of the Notice of Award of this Agreement, and prior to commencing Work, Professional shall provide evidence of insurance coverages of the types and in the amounts required by submitting executed Certificates of Insurance, the preferred form of which is found as an attachment to the Contract Documents. Each Certificate shall set forth the original manual signature of the authorized representative of the insurance company/companies identified therein and shall have attached thereto proof that said representative is authorized to execute the same. In addition, certified true and exact copies of all required policies shall be provided to the HCPA upon request.
- ii. All policies of insurance required by this Agreement shall require that the insurer give the HCPA thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage; and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd., Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Professional shall immediately restore such limit to the amount required herein.
- iii. All insurance coverages provided by the Professional shall be primary to any insurance or self-insurance program of the HCPA which is applicable to the Work provided for in the Agreement.

- iv. Receipt by the HCPA of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the HCPA that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.
- v. No work for the HCPA shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the HCPA and written Notice to Proceed is issued to the Professional by the HCPA.
- vi. The insurance coverages and limits required of the Professional under the Contract Documents are designed to meet the minimum requirements of the HCPA. They are not designed as a recommended insurance program for the Professional. Professional shall be responsible for the sufficiency of its own insurance program. Should the Professional have any questions concerning its exposures to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.
- vii. If the insurance coverage initially provided by the Professional is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the HCPA thirty (30) Days prior to expiration of current coverages.
- viii. Should the Professional fail to maintain the insurance coverages required by the Contract Documents, the HCPA may, at its option, either terminate the Agreement for default or procure and pay for such coverage, charge the Professional for and deduct the costs of the same from payments due the Professional. A decision by the HCPA to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.
- ix. All liability insurance policies obtained by the Professional to meet the requirements of the Contract Documents, other than the Worker's Compensation and Employer's Liability Policy, shall provide that the HCPA, its employees and agents, and the Professional shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the Professional's activities under the Contract Documents without regard for the location of such activity.
- x. Coverage. Amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office forms and endorsements or their equivalent.
- xi. Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Professional for all employees engaged in the Work, in accordance with the laws of the State of Florida. The amount of such insurance shall not be less than:
 - a. Workers' Compensation - Florida Statutory Requirements
 - b. Employer's Liability -
 - \$ **100,000** Limit Each Accident
 - \$ **500,000** Limit Disease Aggregate
 - \$ **100,000** Limit Disease Each Employee
 - c. *Commercial General Liability Insurance. Coverage shall include, but not be limited to, Personal and Advertising Injury, Contractual for the Agreement including any hold harmless and/or indemnification agreement, Independent Contractors, Broad Form Property Damage. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:
 - General Aggregate \$ **2,000,000**

Premises Operations **\$ 1,000,000**
Products -Completed Operations **\$ 1,000,000**
Personal and Advertising Injury **\$ 1,000,000**
Fire Damage (Any One Fire) **N/A**
Specific Contract Aggregate Limits **\$ N/A**

- a. The Aggregate Limits shall be separately applicable to this Contract.
- b. If the General Liability Insurance required herein is issued or renewed on a "claims made" form, as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the Notice to Proceed date and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.
- d. Business Automobile Liability Insurance. Coverage shall be maintained by the Professional as to the ownership, maintenance, and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:
 - a. Bodily Injury & Property Damage Liability
\$ 1,000,000 Combined Single Limit Each Accident
- e. Professional Liability:
 - a. Minimum limits of **\$ 1,000,000**
- f. All Risk Coverage: For purposes of this Contract, Builder's Risk coverage **is not** required; and Installation Floater coverage **is not** required. If either or both are required, the Professional shall provide coverage which includes the following minimum requirements:
 - a. All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the HCPA. Coverages and endorsements must be on forms acceptable to the HCPA. The premium for this insurance shall be paid for by the Professional, with any deductibles being the sole responsibility of the Professional. If both Builder's Risk and Installation Floater have been specified, no more than one deductible per occurrence shall apply. Maximum deductible per occurrence for this project: N/A
 - b. Limit of coverage shall be 100% of the completed value of any building(s) or structure(s), or 100% of the value of the equipment to be installed, as appropriate; and Installation Floater coverage shall also provide for coverage of the installed equipment, including labor and materials, prior to final completion of the project.
 - c. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s) or structure(s) will not be occupied
- g. Certificates of Insurance. Certificates of Insurance evidencing the insurance coverage specified herein, when required, shall be filed with the Procurement Services Department within ten (10) Days after Notice of Award. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement.
- h. Failure of the Professional to submit the required Certificates of Insurance within the times required by this Section may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the Professional to a change in the Contract Price or Time.

*(Note: Hillsborough County Property Appraisers Office is to be named as an Additional Insured for General Liability Insurance).