



# **Property Appraiser Hillsborough County**

**Hillsborough County Property Appraiser's Office**

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**REQUEST FOR PROPOSAL**

**(RFP NO. 16560)**

**FOR**

**PROFESSIONAL SERVICES, PHOTOGRAMMETRIC AND DIGITAL AERIAL MAPPING**

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## 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

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

- 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. 15<sup>th</sup> 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](mailto: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 Frankland 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 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 specification contained herein. Where applicable, all mapping and data collection work will be done in accordance with Chapter 472, F.S., Professional Survey and Mapping.
- 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 Deliverables of two-year contract:

Aerial Photography

- Three (3) digital orthophotography captures per year of Hillsborough County at a minimum of 3-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 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 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 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 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 MrSIDD 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 outline 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.

## **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](mailto: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](http://www.hcpafl.org) and DemandStar at [www.demandstar.com](http://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.

### **2. 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.

### **3. Rejection of Proposals, Withdrawal of Proposals, and Modification of Proposals**

- 3.1 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.
- 3.2 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.
- 3.3 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.

- 3.4 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.
- 3.5 The HCPA reserves the right to reject all bids. The HCPA is not required to award an agreement.
- 3.6 Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.
- 3.7 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.

4. **Deviations**

- 4.1 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.
- 4.2 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.

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

- 5.1 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.
- 5.2 Any concerns, or issues, relating to current policies and procedures may be addressed with county staff, but separate from this selection process.

6. **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.

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

2.1 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.

3.1 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.

4.1 No increases in scoring will result from the reconsideration of changes in the

project team of a shortlisted firm.

5.1 Decreases in scoring may result from the reconsideration of changes in the project team of a shortlisted firm.

8. **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.

9. **Contractor Must Have Legally Authorized Workforce**

- 9.1 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).
- 9.2 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.
- 9.3 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).
- 9.4 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.
- 9.5 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:
- 9.6 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
- 9.7 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.
- 9.8 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.
- 9.9 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.

- 9.10 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.
- 9.11 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
- 9.12 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.
- 9.13 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.
- 9.14 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.
- 9.15 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.
- 9.16 Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

10. **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:

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

11. **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.

12. **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**

**13. 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) 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](mailto: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.

14. **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.

15. **Reuse of Existing Plans**

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

16. **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.

17. **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****

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).

## **Attachment A**

Firm's Experience With Projects of a Similar Size and Type  
(See Terms & Conditions for maximum number of projects and page limits)

1. Project Title:
2. Project Location:
3. Project Description:
4. Owner's Contact Name and Address:  
Contact Person/Phone No.:
5. Project Duration (Dates):
6. Was the project completed within schedule?  
If not, what was the original completion date?
7. Location of office performing work:
8. Was applicant the prime firm, or Subconsultant firm?
9. Was work performed in-house?
10. Type/Scope of services provided?
11. Names of key team personnel for this project?
12. Which members of your proposed team worked on this project?

Exhibit I  
Professional Services Committee Consultant Selection Criteria Rating Guide

**EVALUATION CRITERIA NO. 1: ABILITY OF FIRM AND ITS PROFESSIONAL PERSONNEL (30)**

- (0-6) Project team personnel do not have appropriate level of qualifications and experience. Project team does not contain all critical disciplines. Organization of project team is inappropriate. Prime firm lacks adequate professional resources to properly provide services. Proposed project manager is not appropriate.
- (7-12) Some project team personnel have adequate level of qualifications and experience. Project team lacks minor disciplines. Organization of project team is marginal. Prime firm's professional resources to properly provide services are marginal. Proposed project manager's qualifications are marginal.
- (13-18) Project team personnel have adequate level of experience. Project team contains all necessary disciplines. Organization of project team is adequate to the project. Prime firm has adequate professional resources to properly provide services. Proposed project manager's qualifications are adequate.
- (19-24) Project team personnel have above average level of experience and the project manager is uniquely qualified. Project team contains all necessary disciplines. Organization of project team is adequate to the project. Prime firm has superior professional resources to properly provide services.
- (25-30) Project team personnel have exceptional level of experience and several are uniquely qualified. Project team contains all necessary disciplines. Organization of project team is superior. Prime firm has exceptional professional resources to properly provide services. Proposed project manager is uniquely qualified.

**EVALUATION CRITERIA NO. 2: FIRM'S EXPERIENCE WITH PROJECTS OF A SIMILAR SIZE AND TYPE (20)**

- (0-4) Prime firm has marginal experience with projects of a similar size and type.
- (5-8) Prime firm has minor successful experience with projects of a similar size and type. Scope of services provided for representative projects vary from RPS Scope.
- (9-12) Prime firm has adequate, successful, and recent experience with projects of a similar size and type. Scope of services provided for representative projects are similar to RPS scope.
- (13-16) Prime firm has more than adequate, successful, and recent experience with projects of a similar size and type. Scope of services provided for representative projects are similar to RPS scope.
- (17-20) Prime firm has superior past and recent successful experience with projects of a similar size and type. Scope of services provided for representative projects are similar to RPS scope.

**EVALUATION CRITERIA NO. 3: FIRM'S WILLINGNESS AND ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS (15)**

- (0-3) Submittal does not address either the schedule or budget.
- (4-6) Submittal shows inadequate understanding of schedule and budget requirements.
- (7-9) Submittal shows adequate schedule approach and understanding of budget control. Project budget and schedule can be met or modified to meet project intent.
- (10-12) Submittal shows good understanding of and approach to schedule and budget. Project budget and schedule can be met.
- (13-15) Submittal shows superior understanding of and approach to schedule and budget with potential improvements for project delivery and cost savings.

**EVALUATION CRITERIA NO. 4: EFFECT OF FIRM'S RECENT, CURRENT AND PROJECTED WORKLOAD (15)**

- (0-3) Submittal shows that consultant does not have sufficient available personnel to complete services on schedule.
- (4-6) Submittal shows that consultant's workload commitments will impact its ability to complete services on schedule.
- (7-9) Submittal shows that while consultant has adequate time and available personnel, prior workload commitments may impact its ability to complete services on schedule.
- (10-12) Submittal shows that consultant's project team has adequate time and available personnel to complete services on schedule.
- (13-15) Submittal shows that consultant's project team has adequate staffing available to complete services on schedule. Submittal indicates backup staffing capability in the event of unforeseen circumstances.

**EVALUATION CRITERIA NO. 5: EFFECT OF PROJECT TEAM LOCATION ON PROJECT (20)**

Note: "Local" is any county within the Tampa Bay Regional Partnership area, i.e. Hillsborough, Pinellas, Pasco, Polk, Manatee, Sarasota and Hernando Counties.

- (0) Non-local location of most of project team, including the prime firm and Project Manager, may adversely affect work quality and schedule.
- (5) Non-local location of some of project team, although prime firm and project manager may be local, may adversely affect work quality and schedule.
- (10) One or two key elements of project teams are non-local and may adversely affect work quality and schedule. All major sub-consultants (Civil, Structural, Mechanical, Electrical, Plumbing) are local.

## Exhibit I

### Professional Services Committee Consultant Selection Criteria Rating Guide

- (15) Only minor elements of project team are non-local and probably will not affect work quality or schedule.
- (20) All of the project team is local.



**EXHIBIT II**  
**VOLUME OF WORK POINTS**

<u>DOLLAR VOLUME</u>	<u>POINTS</u>
\$0 - \$200,000	5.0
\$200,001 - \$400,000	4.0
\$400,001 - \$600,000	3.0
\$600,001 - \$800,000	2.0
\$800,001 - \$1,000,000	1.0
OVER - \$1,000,000	0

**SUMMARY**

- Maximum of five (+5) points
- The time period for which volume of work will be considered: the two (2) previously completed fiscal years
- Points are based on actual fees paid to the firm during the two (2) previously completed fiscal years, as retrieved from the Clerk of the Circuit Court's official financial accounting system (FAMIS)
- Point categories are incremented by 1.0 point
- No points are awarded when the two (2) year total exceeds \$1,000,000

**GENERAL CONDITIONS  
FOR MISCELLANEOUS PROFESSIONAL SERVICES**

FOR

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the HILLSBOROUGH COUNTY PROPERTY APPRAISER of the COUNTY OF HILLSBOROUGH, a political subdivision of the State of Florida, hereinafter referred to as **HCPA**, and \_\_\_\_\_, duly authorized to conduct business in the State of Florida and whose business address is \_\_\_\_\_, hereinafter referred to as **PROFESSIONAL**.

In consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

**1.0 DEFINITIONS**

1.1 The following words and expressions shall, wherever they appear in the AGREEMENT be construed as follows:

1.1.1 **AGREEMENT** - The written Agreement between the **HCPA** and the **PROFESSIONAL** and any modification agreements and change orders thereto. Following is a list of Attachments to this AGREEMENT.

- ATTACHMENT A - SCOPE OF SERVICES
- ATTACHMENT B - METHOD OF COMPENSATION AND PAYMENT
- ATTACHMENT C - FEE PROPOSAL
- ATTACHMENT D - TRUTH IN NEGOTIATION CERTIFICATE
- ATTACHMENT E - HILLSBOROUGH HCPA EQUAL OPPORTUNITY CLAUSE
- ATTACHMENT F - CERTIFICATE OF INSURANCE

1.1.2 **HCPA ADMINISTRATOR** - The HCPA Administrator of Hillsborough HCPA, Florida.

1.1.3 **HCPA DESIGNEE** - The HCPA Employee or firm designated to oversee the project by the Director. The Director may change the designation at any time during the life of the Work Order by way of written notification.

1.1.4 **DELIVERABLE** - A work product or collection of work products as required by each Work Order.

1.1.5 **DIRECTOR** - The Director of the \_\_\_\_\_ Department/ \_\_\_\_\_ Division administering the contract.

1.1.6 **SUBTASK** - Subtasks divide tasks into measurable components.

1.1.7 **TASK** - A major component of the WORK which by its accomplishment allows the WORK to proceed to its next component, phase, or to completion.

1.1.8 **WORK** - The services provided by **PROFESSIONAL** in accordance with Work Orders and Attachment A, Scope of Services.

1.1.9 **WORK ORDER** - A written authorization by **DIRECTOR** for **PROFESSIONAL** to proceed with the WORK described therein.

**2.0 SERVICES**

2.1 In general, **PROFESSIONAL** shall provide to **HCPA** those services as specified in the Scope of Services attached hereto as Attachment A. The specific services required by the **HCPA** to be performed by **PROFESSIONAL** shall be as described in Work Orders issued by the **DIRECTOR**. The maximum compensation for each Work Order including revisions thereto, shall not exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_), and the maximum compensation during any two year term hereof shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_). **DIRECTOR** shall not be obligated to assign any minimum amount of WORK to **PROFESSIONAL** during the life of this AGREEMENT. **PROFESSIONAL** agrees that it will not make any claim for damages or loss of profits due to the amount of Work assigned under this AGREEMENT.

- 2.2 When the **DIRECTOR** has determined that it wishes to have **PROFESSIONAL** provide services, the **HCPA DESIGNEE** shall provide **PROFESSIONAL** with a proposal request, identifying the services to be performed, the time allowed to complete such services and requesting the **PROFESSIONAL** to submit a fee proposal for such proposed services. **HCPA DESIGNEE** may request that **PROFESSIONAL** provide a bar chart schedule along with the fee proposal. The **PROFESSIONAL** shall provide a fee proposal for the proposed services in a timely fashion, but in no event shall **PROFESSIONAL** require more than five (5) days within which to submit its price on the proposed services, unless a longer period of time is permitted by the **HCPA DESIGNEE**. Such fee proposal may be in a not to exceed, or any other, format specified by **HCPA DESIGNEE**.
- 2.3 Once the **HCPA DESIGNEE** and **PROFESSIONAL** agree on the compensation to be paid for the proposed services, the **DIRECTOR** shall issue a Work Order, in writing, stating the scope of the services, the required completion date and the agreed upon compensation to be paid for such services. Upon receipt of the Work Order signed by the **DIRECTOR**, **PROFESSIONAL** shall immediately begin performance of services authorized by the Work Order. No Work Order shall be issued after the time period stated in paragraph 2.5 below. However, any Work Order issued prior to such time and in accordance with the procedures as outlined above, may be completed and paid for after such time period.
- 2.4 A Work Order may be revised as to scope of services, time required for completion and/or compensation to be paid, if approved by **DIRECTOR** in writing.
- 2.5 **PROFESSIONAL** shall provide to **HCPA** services under this AGREEMENT for a \_\_\_\_\_ year period (ending on the last day of the final month) from the effective date of the Contract as established by the HCPA's Contract Purchase Agreement. At the sole option of the HCPA, the contract term may be renewed for an additional \_\_\_\_\_ year period under the same terms and conditions of this agreement.

### **3.0 RELATIONSHIP, QUALITY OF WORK, COOPERATION, CONFLICT OF INTEREST**

- 3.1 **HCPA** has retained **PROFESSIONAL** to provide professional services for specific work as described in Work Orders and ATTACHMENT A, SCOPE OF SERVICES. Since **HCPA** has entrusted this work to **PROFESSIONAL**, **PROFESSIONAL** shall use its professional expertise to protect the interests of **HCPA** at all times with regard to its performance under this AGREEMENT. The **PROFESSIONAL** shall assume towards the **HCPA** a professional relationship of trust, confidence and fair dealing. The quality of **PROFESSIONAL'S** work shall be consistent with the requirements stated herein and with prevailing industry standards. **PROFESSIONAL** shall insure that its fees charged for this work are fair, reasonable, and consistent with fees charged locally for similar work.
- 3.2 **PROFESSIONAL** shall cooperate with **HCPA DESIGNEE** in all respects relative to **PROFESSIONAL'S** performance hereunder. **HCPA DESIGNEE** shall have the authority to transmit instructions and receive information with respect to management of the project including materials, equipment, project elements and systems pertinent to **PROFESSIONAL**. Provided, however, except as otherwise provided in subsection 2.4 above, **HCPA DESIGNEE** shall not have the authority to modify or change the total limits of compensation due **PROFESSIONAL**.
- 3.3 **HCPA** and **PROFESSIONAL** agree that no work shall be assigned to **PROFESSIONAL** which conflicts with or is duplicative of any work by **PROFESSIONAL** or any affiliated business entity, including, but not limited to, partnerships, joint ventures, and subsidiaries of the same parent corporation as **PROFESSIONAL**.

### **4.0 REPORTS AND REVIEWS**

- 4.1 **HCPA DESIGNEE** may at any time require **PROFESSIONAL** to report in writing in a format approved by **HCPA DESIGNEE**, on the status and overall progress of the work with a projection as to whether deliverables will be on time and within budget. In addition, **HCPA DESIGNEE** may require **PROFESSIONAL** to provide an overall percentage of completion estimate; if behind in the schedule, a proposed recovery plan; list of problems and anticipated problems; corrective action planned or needed; outline of proposed activities during the coming reporting period; and any other reasonable information covering **PROFESSIONAL'S** performance hereunder.

4.2 **HCPA DESIGNEE** will monitor **PROFESSIONAL'S** work product for compliance with project standards and criteria, and may make comments and recommendations to **PROFESSIONAL** regarding the Work. However, any such monitoring or comments and recommendations by **HCPA DESIGNEE**, or absence thereof, shall not relieve **PROFESSIONAL** of any of its obligations under this AGREEMENT. Any comments or recommendations to **PROFESSIONAL** by **HCPA DESIGNEE**, if adopted and followed by **PROFESSIONAL**, in whole or in part, shall be used at the risk and responsibility of **PROFESSIONAL**; and **HCPA** shall assume no liability therefor. **PROFESSIONAL** retains sole authority and responsibility for the adequacy and accuracy of its professional services, in accordance with generally accepted architectural and engineering practices. **PROFESSIONAL'S** work shall be in compliance with ATTACHMENT A, SCOPE OF SERVICES and each Work Order.

4.3 **PROFESSIONAL'S** performance under this AGREEMENT shall be reviewed by **HCPA DESIGNEE**. The review will result in a performance rating of **PROFESSIONAL** which will be used in ranking **PROFESSIONAL** during the selection process for other **HCPA** work. Demonstrated poor performance under this AGREEMENT may result in **PROFESSIONAL'S** inability to obtain future work with **HCPA**.

## 5.0 SCHEDULING CONFLICTS

5.1 Based on the available documents, timetables, construction projections, and duration of this AGREEMENT, **PROFESSIONAL** represents that **PROFESSIONAL** has no internal scheduling conflict and that **PROFESSIONAL** will avoid any internal scheduling conflict in the future which might in any way affect **PROFESSIONAL'S** timely performance of this AGREEMENT.

## 6.0 MODIFICATION AGREEMENTS

6.1 Before undertaking any additions, deletions, changes or revisions to this AGREEMENT, the parties shall enter into a written modification agreement covering such additions, deletions, changes or revisions and the amount of compensation to be paid therefor. Reference herein to this AGREEMENT shall be considered to include any modification thereto.

## 7.0 TIMELINESS OF PERFORMANCE

7.1 **PROFESSIONAL** acknowledges that time is of the essence with respect to its performance under this AGREEMENT. Should **PROFESSIONAL** be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of **PROFESSIONAL**, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of **HCPA** including any of its agents or employees, fires, floods, epidemics, quarantine regulations, strikes or lockouts, then **PROFESSIONAL** shall notify **HCPA DESIGNEE** in writing within ten (10) calendar days after commencement of such delay, stating the cause or causes thereof, or may be deemed to have waived any right which **PROFESSIONAL** may have had to request an extension to the time specified in the Work Order.

7.2 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of **PROFESSIONAL'S** services for any cause whatsoever, including those for which **HCPA**, including any of its agents or employees, may be responsible in whole or in part, shall relieve **PROFESSIONAL** of its duty to perform or give rise to any right to damages or additional compensation from **HCPA**. **PROFESSIONAL'S** sole remedy against **HCPA** in the event of such interruption, interference, inefficiency, suspension or delay in the commencement or progress of such services shall be the right to seek an extension to the time stated in the Work Order. This section shall expressly apply to claims for early completion, as well as claims based on late completion.

## 8.0 MEETINGS

8.1 **PROFESSIONAL** agrees to attend regularly scheduled and special meetings at the request of **HCPA DESIGNEE**.

8.2 Either **HCPA DESIGNEE** or **PROFESSIONAL** may request and be granted a meeting with the other party.

## **9.0 PROFESSIONAL'S STAFF AND SUBCONTRACTING**

- 9.1 **PROFESSIONAL** shall maintain an adequate and competent staff of professional architects and/or engineers licensed within the State of Florida, and upon approval by the **DIRECTOR**, may use specialists as **PROFESSIONAL** may consider necessary. **PROFESSIONAL**, however, shall not subcontract any work under this AGREEMENT without the prior written consent of **DIRECTOR**. Such written consent includes but is not limited to a written Work Order issued by **DIRECTOR** provided the fee proposal for that Work Order indicates the use of subcontractors. No assignment of this AGREEMENT will be valid without approval of the **HCPA**. It shall be understood by the **PROFESSIONAL** and the specialists who are parties to said subcontracts that the **HCPA** shall be an intended, substantial beneficiary of the written agreements between the **PROFESSIONAL** and the subcontractors.
- 9.2 Approval by **DIRECTOR** of any subcontract of any work shall not relieve **PROFESSIONAL** of any responsibility for, or liability in connection with fulfillment of its obligations under this AGREEMENT.
- 9.3 DM/DWBE Participation – (When Applicable) – The professional has represented to the HCPA that it would utilize a DM/DWBE professional subconsultant(s) as part of its team for this project, and as such has received Bonus Points during the Initial Ranking phase of the procurement process. (Refer to the original Request for Professional Services document specific to this project, Section B, Required Forms and Attachments, "Attachment A".) Pursuant to that representation, the Professional shall submit to the HCPA, within 30 days of each HCPA issued Work Order, a subcontract agreement(s) with those DM/DWBE professionals that delineates the scope services to be provided by the DM/DWBE consultants and a payment schedule. If the **Professional** is unable to successfully negotiate a subcontract agreement with the DM/DWBE firm(s), then the **Professional** shall notify the Economic Development Department, DM/DWBE & SBE Section in writing of that status and request written direction on how to best proceed. If the DM/DWBE & SBE Section deems it appropriate, the **Section** shall advise the **Professional** to solicit another DM/DWBE subconsultant as a replacement. The **Section** shall give the **Professional** 30 days to identify a replacement and negotiate a subcontract agreement
- 9.4 If after contract award, the HCPA modifies the scope of services which directly impacts the scope of services that the DM/DWBE professional sub-consultant(s) was slated to perform, the **Professional** shall notify the DM/DWBE & SBE Section in writing and ask for assistance. When necessary, the DM/DWBE & SBE Section shall work with the **Professional** in identifying other areas of work that the DM/DWBE sub-consultant(s) may do. If the area of work is such that it does not lie within the expertise of the DM/DWBE sub-consultant(s), the **Professional** shall be obligated to solicit a qualified DM/DWBE sub-consultant(s) and negotiate an agreement with that firm. If scope changes have been directed by the HCPA such that suitable replacement work cannot be found, the **Professional** shall be relieved of its initial commitment of DM/DWBE utilization.

## **10.0 APPLICABLE LAWS AND REGULATIONS:**

- 10.1 **PROFESSIONAL** shall sign and seal all final plans, documents, surveys, maps, and legal descriptions prepared by **PROFESSIONAL** per the requirements of all laws, rules and regulations of any governmental entity having authority over the work and deliver them to **HCPA** upon completion of the WORK ORDER. This does not relieve the **PROFESSIONAL** of its responsibility to make direct submission of documents to other agencies, as requested by the **HCPA DESIGNEE**. **PROFESSIONAL** shall comply with all federal, state, and local laws, rules and regulations applicable to the performance of this AGREEMENT. Work shall be in compliance with all applicable local, state, and federal laws, rules, and regulations. **PROFESSIONAL** shall consider all laws, rules, and regulations in effect at the time of the Work Order.

## **11.0 OWNERSHIP OF DOCUMENTS AND INSPECTION OF WORK**

- 11.1 All documents, including but not limited to original tracings, plans, specifications, maps, evaluations, reports, technical data, tests and field books prepared or obtained under this AGREEMENT are the property of **HCPA** without restriction or limitation on their use and shall be made available, upon request, to **HCPA** at any time. Upon demand, **PROFESSIONAL** shall deliver said documents to **HCPA** upon completion of the work or termination of this AGREEMENT. In the event that **HCPA** makes use of said documents on a project or projects not covered under this AGREEMENT, without

- PROFESSIONAL'S** express written consent, such use shall be at the sole discretion, liability and risk of **HCPA**. **PROFESSIONAL** may retain copies of said documents, at its sole cost for its files and its internal use.
- 11.2 **DIRECTOR** shall have the right to visit the offices of **PROFESSIONAL** and subcontractors for inspection of the work, drawings, specifications, test data, and related materials at any time during normal business hours.
- 11.3 **PROFESSIONAL** shall keep adequate records and supporting documentation applicable to the performance of WORK under this AGREEMENT, including, but not limited to, all payroll records, travel and expense records, invoices for subcontractor services and other costs. Adequate records and supporting documentation shall also include, but not be limited to a detailed accounting of all charges that relate to the Work Orders. Expenses and other direct costs shall be itemized and an explanation shall be furnished stating why the charge is applicable to the WORK. Said records and documentation shall be retained by **PROFESSIONAL** and made available to **DIRECTOR** for a minimum of six (6) years from the date of completion of the work or termination of this AGREEMENT whichever is later. **DIRECTOR** shall have the right to audit, inspect, and copy all such records and documentation as often as **DIRECTOR** deems necessary during the term of this AGREEMENT and during the above-referenced six (6) year period; provided, however, such activity shall be conducted only during normal business hours. After the expiration of the said six (6) year period, **PROFESSIONAL** shall notify **DIRECTOR** in writing of its intent to dispose of records and supporting documentation prior to their disposal. If requested by **DIRECTOR**, **PROFESSIONAL** shall retain records and supporting documentation until further notified.
- 11.4 During the period of time expressed by Section 11.3, the **DIRECTOR** shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of **PROFESSIONAL** as concerns the aforesaid records and documentation.
- 11.5 Professional agrees to use care in protecting plans and specifications for HCPA 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 HCPA, so they must always be treated with the utmost care.
- 12.0 COMPENSATION, PAYMENT AND FAILURE TO PERFORM**
- 12.1 **PROFESSIONAL** shall invoice **HCPA** by tasks and subtasks per the approved fee proposal or other format acceptable to **HCPA DESIGNEE**. **PROFESSIONAL** shall not exceed the amount for any task without the written approval of the **HCPA DESIGNEE**. If **PROFESSIONAL** determines that the work cannot be completed without exceeding the amount for any task, **PROFESSIONAL** shall submit, prior to proceeding with such task, a revised fee proposal along with a written explanation. A lack of budget or schedule control on the part of **PROFESSIONAL** will not be considered a basis for revising the fee proposal. Failure to notify **HCPA DESIGNEE** in advance of proposed increase may result in rejection of invoice.
- 12.2 **HCPA** and **PROFESSIONAL** agree that additional provisions regarding the compensation and payment of said compensation for the services rendered by **PROFESSIONAL** are as set forth in ATTACHMENT B, METHOD OF COMPENSATION AND PAYMENT, attached hereto and made a part hereof.
- 12.3 Should **PROFESSIONAL** fail to commence, provide, perform or complete any of the services it is to provide hereunder in a timely and diligent manner, in addition to any other rights or remedies available to **HCPA** hereunder, **DIRECTOR** at his sole discretion and option may withhold any and all payments due and owing to **PROFESSIONAL** until such time as **PROFESSIONAL** resumes performance of its obligations hereunder in such a manner so as to establish to **DIRECTOR'S** satisfaction that **PROFESSIONAL'S** performance is or will shortly be back on schedule. In the event **PROFESSIONAL** believes payments have been withheld unjustly, **PROFESSIONAL** may appeal **DIRECTOR'S** decision to withhold payments to the HCPA Administrator of Hillsborough HCPA, Florida. The HCPA Administrator will then decide if there is adequate justification for withholding payments.

- 12.4 If, during the term of the contract, the Consultant should refuse or otherwise fail to perform any of its obligations under the contract, the HCPA reserves the right to:
- a) Obtain the services from another Consultant; and/or
  - b) Terminate the contract; and/or
  - c) Suspend/Debar the Consultant from proposing/bidding on Hillsborough HCPA procurement/contracts for a period of up to 24 months and/or
  - d) Pursue any and all other remedies available to the HCPA.

12.5 If at any time **HCPA** has received notice of a claim, suit, demand, damage, loss or expense for which, if established, **HCPA** might become liable, and which is chargeable to **PROFESSIONAL**, or if **PROFESSIONAL** shall incur any liability to **HCPA**, or **HCPA** shall have any claim or demand against **PROFESSIONAL**, whether reduced to judgment or award or not, of any kind or for any reason, related to or arising out of this AGREEMENT, **HCPA** shall have the right to retain out of any payment due, or which may become due, under this AGREEMENT, any amounts sufficient to indemnify **HCPA** against such claim, and/or to compensate **HCPA** for and fully satisfy such liability, claim or demand, and charge or deduct all costs of defense, or collection with respect thereto, including reasonable attorneys' fees. Should any claim develop after all payments are made, **PROFESSIONAL** shall refund to **HCPA** all monies that **HCPA** may be compelled to pay in discharging such claims incurred, and in collecting said monies from **PROFESSIONAL**.

### 13.0 QUESTIONS, DIFFICULTIES AND DISPUTES

13.1 All services shall be performed by **PROFESSIONAL** to the reasonable satisfaction of **DIRECTOR**, and **DIRECTOR** shall decide all technical questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this AGREEMENT, including, but not limited to questions, difficulties and disputes relating to the prosecution and fulfillment of the services hereunder, and the character, quality, amount, and value thereof.

### 14.0 CHANGE ORDERS

14.1 The term change order(s), as used in this Section 14.0, shall also refer to modification agreement(s).

14.2 Because time is of the essence regarding this AGREEMENT and in order to achieve the public purpose of this AGREEMENT as initially determined by **HCPA**, HCPA ADMINISTRATOR is hereby authorized by **HCPA** to negotiate change orders to this AGREEMENT in accordance with the following criteria:

14.2.1 Property Appraiser certifies that any increased costs are within the budgeted funds or are otherwise proper expenditures under the provisions of Sec. 129.07 08, Florida Statutes, as amended.

14.2.2 The amount of any increased cost to be paid by **HCPA** does not exceed \$120,000 or 25 percent in the aggregate of the maximum compensation payable hereunder, whichever is less. When this limit is reached, additional documentation of change order expenditures must be submitted to **HCPA** unless additional amounts are authorized by **HCPA**.

14.2.3 The change order accomplishes one or more of the following public purposes as certified by HCPA ADMINISTRATOR:

- a. The prevention or elimination of a danger or hazard to public health, safety, or welfare;
- b. The change in work, materials, price, or time or any combination thereof is necessary to complete the Work as intended by **HCPA** (regardless of whether the specifications must be changed or not);
- c. To preserve the logical sequencing of the work in order to eliminate delay and increased costs; or
- d. A response to unforeseen environmental requirements, bond or grant funding requirements, or other unforeseen occurrences.

14.2.4 HCPA ADMINISTRATOR shall prepare change orders which shall include the amount of the change, a description of the change, the reason for the change, including certifications required under Sections 14.2.1 and 14.2.3 above, and the change order itself properly executed by **PROFESSIONAL** and HCPA ADMINISTRATOR. HCPA ADMINISTRATOR shall file the executed

change order amendment with the Clerk for the **HCPA** for inclusion with the original AGREEMENT and shall submit the change order to **HCPA** for ratification at its next available meeting. This provision shall govern over any other conflicting provisions in this AGREEMENT.

- 14.3 In order to achieve timely execution of changes that meet the criteria, as stated in Section 14.2.3 above, **PROFESSIONAL** shall fulfill the following requirements within the specified time limits:
  - 14.3.1 Upon agreement as to scope and compensation for the change in work by **PROFESSIONAL** and **DIRECTOR**, **PROFESSIONAL** shall arrange for the original change order to this AGREEMENT and required documentation to be executed by a duly authorized representative of **PROFESSIONAL** and returned to **DIRECTOR** within three (3) working days.
  - 14.3.2 **PROFESSIONAL** shall assist **DIRECTOR** in preparing other documentation as required to fully execute the change order.
  - 14.3.3 **PROFESSIONAL** shall be authorized to proceed with changes upon receipt of the change order duly executed by HCPA ADMINISTRATOR pursuant to Sections 14.2 through 14.3.2.
- 14.4 **PROFESSIONAL** may be deemed to have waived any right or claim it might otherwise have had for either additional compensation or an extension to the AGREEMENT time for any additional services rendered by **PROFESSIONAL**, where such additional services were performed by **PROFESSIONAL** without a fully approved and executed change order in accordance with the provisions of Section 14.
- 14.5 Change orders shall be priced in accordance with the requirements of ATTACHMENT B, METHOD OF COMPENSATION AND PAYMENT.

## 15.0 TERMINATION

- 15.1 If **PROFESSIONAL** or any principal or partner is adjudged bankrupt or insolvent, if **PROFESSIONAL** or any principal or partner makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for **PROFESSIONAL** or any principal or partner or for any of its property, if **PROFESSIONAL** or any principal or partner files a petition to take advantage of any debtor's act or reorganize under the bankruptcy or similar laws, **HCPA** may, without prejudice to any other right or remedy, and after having given **PROFESSIONAL** seven (7) days written notice, terminate the services of **PROFESSIONAL**.
- 15.2 In the event **PROFESSIONAL** disregards the authority of **HCPA** or violates the provisions of this AGREEMENT or otherwise fails to comply with any provisions of this AGREEMENT or if the progress or quality of the work is unsatisfactory, **DIRECTOR** may serve written notice thereof upon **PROFESSIONAL**, and if **PROFESSIONAL** fails within a period of ten (10) calendar days thereafter to correct such failure, **HCPA** may terminate this AGREEMENT upon written notice to **PROFESSIONAL**. Upon such termination, **PROFESSIONAL** shall immediately cease its performance of this AGREEMENT and shall deliver to **HCPA** all completed or partially completed work.
- 15.3 **HCPA** reserves the right to terminate this AGREEMENT, in whole or in part, for its convenience. Such termination shall be effective seven (7) calendar days after transmission of written notice of the same to **PROFESSIONAL** by U.S. Certified Mail, return receipt requested. Upon receipt of such notice, **PROFESSIONAL** shall immediately cease work on that portion of the work so terminated. In the event of such termination for convenience, **PROFESSIONAL** shall be entitled to recover that portion of the fee earned and as yet unpaid through the date of termination, together with reasonable expenses incurred in complying with the notice of termination. **PROFESSIONAL** shall not be entitled to any other or further recovery, including but not limited to anticipated fees or profits on work not required to be performed.
- 15.4 Upon termination, the **PROFESSIONAL** shall deliver to the **HCPA** all completed or partially completed work, including, but not limited to all original papers, records, drawings, models, and other materials set forth and described in this Agreement, within seven (7) calendar days of the termination date established in the notice. In the event **PROFESSIONAL** fails to deliver the referenced work and materials to the **HCPA** within the specified time, **PROFESSIONAL** expressly consents to the entry of an order in any court having jurisdiction authorizing **HCPA** to enter **PROFESSIONAL'S** premises and take possession and remove such work and materials.



15.5 If, after notice of termination of this AGREEMENT as provided for in Section 15.1 or 15.2 above, it is determined for any reason that **PROFESSIONAL** was not in default, or that its default was excusable, or that **HCPA** was not otherwise entitled to the remedy against **PROFESSIONAL** provided for in Section 15.1 or 15.2, then the notice of termination given pursuant to Sections 15.1 or 15.2 shall be deemed to be the notice of termination for convenience provided for in Section 15.3 and **PROFESSIONAL'S** remedies against **HCPA** shall be the same as and limited to those afforded **PROFESSIONAL** under Section 15.3.

15.6 Should **HCPA** find it necessary to terminate this AGREEMENT for the reasons stated in Sections 15.1 or 15.2, the cost of termination and any additional costs incurred in completing or correcting **PROFESSIONAL'S** work shall be borne by **PROFESSIONAL**. Should withheld payments be insufficient to cover said costs, the **PROFESSIONAL** shall immediately pay **HCPA**, upon demand, an amount equal to such additional costs.

## **16.0 PRESS RELEASES, INVENTIONS, AND TRUTH IN NEGOTIATION**

16.1 **PROFESSIONAL** agrees that it shall make no statements, press releases, or public releases concerning this AGREEMENT or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained, furnished, or developed in compliance with this AGREEMENT or any particulars thereof, during the period of this AGREEMENT, without first notifying **HCPA** and securing its prior consent in writing. **PROFESSIONAL** agrees that it shall not publish, copyright, or patent any of the data furnished in compliance with this AGREEMENT. It is mutually understood that under Section 11.1 above, such data, inventions, or discoveries are the exclusive property of **HCPA**.

16.2 **PROFESSIONAL** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **PROFESSIONAL**, to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for **PROFESSIONAL** any fee, commission, percentage, gift, or other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For the breach or violation of this provision, **HCPA** shall have the right to terminate this AGREEMENT and, at its discretion, to deduct from the AGREEMENT price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration. **PROFESSIONAL** has executed a Truth in Negotiation Certificate, which is attached hereto as Attachment D.

16.3 Any amounts paid to **PROFESSIONAL** hereunder shall be adjusted to exclude any significant sums by which the **HCPA** determines that such amounts were increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

## **17.0 SINGULAR AND PLURAL WORDS AND PRONOUNS**

17.1 All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular.

## **18.0 CIVIL RIGHTS ACT**

18.1 During the performance of this AGREEMENT, **PROFESSIONAL** herein assures **HCPA** that said **PROFESSIONAL** is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992, in that said **PROFESSIONAL** does not on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner against the said **PROFESSIONAL'S** employees or applicants for employment. **PROFESSIONAL** understands and agrees that this AGREEMENT is conditioned upon the veracity of this Statement of Assurance. Furthermore, **PROFESSIONAL** herein assures **HCPA** that said **PROFESSIONAL** will comply with Title VI of the Civil Rights Act of 1964 when a Federal Grant(s) is/are involved. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination, as herein above delineated, are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

18.2 **PROFESSIONAL** agrees to abide by the provisions stated in Attachment E, Hillsborough HCPA Equal Opportunity Clause, the same being incorporated herein by this reference.

18.3 If EPA grant money is used to fund any portion of the design services to be performed hereunder, this AGREEMENT will be subject to regulations contained in 40 CFR Part 33, Subpart F, Subagreement Provisions, as amended, the same being incorporated herein by this reference.

## 19.0 **INSURANCE**

19.1 During the life of this AGREEMENT, **PROFESSIONAL** shall provide, pay for, and maintain, with companies satisfactory to the **HCPA**, the types of insurance described herein. All insurance shall be from responsible companies with A.M. Best ratings of A- or better, Class VIII and approved to do business in the State of Florida. Promptly before written Notice of Award of this AGREEMENT, the insurance coverages and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be furnished by **HCPA**. The Certificates must be personally, manually signed by the Authorized Representative of the insurance company/companies shown on the Certificates with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided to **HCPA** if requested.

19.1.1 The Certificates and Policies shall contain provisions that thirty (30) days prior written notice shall be given to **DIRECTOR** of any cancellation, intent not to renew, or reduction in the policies' coverages, except in the application of the Aggregate Limits Provisions and ten (10) days written notice for non-payment of premium. In the event of a reduction in the Aggregate Limit of any policy the **PROFESSIONAL** shall immediately take steps to have the Aggregate Limit reinstated to the full limit required herein.

19.1.2 All insurance coverages of the **PROFESSIONAL** shall be primary to any insurance or self-insurance program carried by the **HCPA** applicable to this AGREEMENT.

19.1.3 The acceptance by the **HCPA** of any Certificate of Insurance or copy of any Policy for this AGREEMENT evidencing the insurance coverages and limits required in the AGREEMENT does not constitute approval or agreement by the **HCPA** that the insurance requirements have been met or that the insurance policies shown on the Certificate of Insurance are in compliance with the AGREEMENT requirements.

19.1.4 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 of Award is issued to the **PROFESSIONAL** by the Director of Engineering and Construction Services of Hillsborough HCPA, Florida. The **HCPA'S** Certificate of Insurance to be used is attached as Attachment F.

19.1.5 The insurance coverages and limits required of the **PROFESSIONAL** under this AGREEMENT are designed to meet the minimum requirements of the **HCPA**. They are not designed as a recommended insurance program for the **PROFESSIONAL**. The **PROFESSIONAL** shall be responsible for the sufficiency of its own insurance program. Should the **PROFESSIONAL** have any questions concerning its exposures to loss under this AGREEMENT or the insurance coverages needed therefor, it should seek professional assistance.

19.1.6 All of the required insurance coverages must be issued as required by law and must be endorsed, where necessary, to comply with the minimum requirements contained herein. Thirty (30) days written notice must also be given to:

Hillsborough HCPA – Property Appraiser  
Risk Management Division  
601 E Kennedy Blvd, 15<sup>th</sup> FL  
Tampa, FL 33602

as to cancellation and intent not to renew of any policy and any change that will reduce the insurance coverages required in this AGREEMENT except for the application of the Aggregate Limits Provisions. Ten days written notice must be given for non-payment..

19.1.7 Renewal Certificates of Insurance on the **HCPA'S** form must be provided to the **HCPA** twenty (20) days prior to expiration of current coverages so that there shall be no interruption in the work due to lack of proof of insurance coverages required of the **PROFESSIONAL** in this AGREEMENT. The

**PROFESSIONAL** authorizes the **HCPA** to confirm all information furnished the **HCPA**, as to its compliance with its insurance requirements, with the **PROFESSIONAL'S** insurance agents, brokers, and insurance carriers.

19.1.8 Should at any time the **PROFESSIONAL** not maintain the insurance coverages required in this AGREEMENT, the **HCPA** may either cancel or suspend this AGREEMENT or, at its sole discretion, shall be authorized to purchase such coverage and charge the **PROFESSIONAL** for such coverages purchased. The **HCPA** shall be under no obligation to purchase such insurance nor shall the **HCPA** be responsible for the coverages purchased or the insurance company or companies used. The decision of the **HCPA** to purchase such insurance coverages shall in no way be construed as a waiver of its rights under this AGREEMENT.

19.1.9 **INSURANCE REQUIRED**

Before starting any work for the **HCPA** or occupancy of any of its property the **PROFESSIONAL** shall procure and maintain insurance of the types and to the limits specified in this AGREEMENT. All liability insurance policies, other than the Worker's Compensation, Employers Liability Policy, and Professional Liability Policy, obtained by the **PROFESSIONAL** to meet the requirements of this AGREEMENT, shall name the **HCPA** as an additional insured as to the operations of the **PROFESSIONAL** under this AGREEMENT and shall contain the "Severability of Interests" provision. The insurance coverages must cover all of the **PROFESSIONAL'S** activities under this AGREEMENT whether on **HCPA'S** property or not.

19.2 **COVERAGES**

The amounts and types of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office forms and endorsements or their equivalent. Notwithstanding the foregoing, the wording of all policies and endorsements shall be acceptable to the **HCPA**.

19.2.1 If there is any conflict as to any coverage form to be used or limits to be provided in the **PROFESSIONAL'S** current General Insurance program with the **HCPA'S** insurance requirements the **HCPA'S** Risk Management Department shall decide whether they meet with the intent of the **HCPA'S** requirements or not. Judgment of the **HCPA'S** Risk Management Department shall be final in this respect.

19.2.2 Workers Compensation and Employers Liability Insurance shall be maintained by the **PROFESSIONAL** during the term of this AGREEMENT for all employees engaged in the work under this AGREEMENT, 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
- Employers Liability - \$ \_\_\_\_\_ Limit Each Accident
- \$ \_\_\_\_\_ Limit Disease Aggregate
- \$ \_\_\_\_\_ Limit Disease Each Employee

19.2.3. Commercial General Liability Insurance shall be maintained by the **PROFESSIONAL** insuring its operations under this AGREEMENT. Coverage shall also include, but not be limited to, Personal and Advertising Injury, Contractual for this AGREEMENT, Independent Contractors. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$ _____
Products - Completed Operations Aggregate	\$ _____
Personal and Advertising Injury	\$ _____
Each Occurrence	\$ _____
Fire Damage (Any One Fire)	\$ _____
Specific Contract Aggregate Limits	<u>\$Same as above</u>

- a. The aggregate limits shall be separately applicable to this AGREEMENT.
- 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

commencement date of this AGREEMENT and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

- 19.2.4 Business Automobile Liability Insurance 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  
\$\_\_\_\_\_ Combined Single Limit Each Accident
- 19.2.5 Professional Liability Insurance shall be maintained by **PROFESSIONAL** insuring its legal liability arising out of the performance of the professional services under this AGREEMENT. Such insurance shall have a limit of not less than \$\_\_\_\_\_ each claim and aggregate. Any deductible applicable for any claim shall be the sole responsibility of the **PROFESSIONAL**. **PROFESSIONAL** must continue this coverage for a period of not less than three (3) years after completion of its services to the **HCPA**. The **PROFESSIONAL** shall promptly submit a Certificate of Insurance providing for an unqualified written notice to the **HCPA** of any cancellation of the aggregate limits provision. In the event of a reduction in the aggregate limit of the policy, the **PROFESSIONAL** shall immediately take steps to have the aggregate limit reinstated. The **PROFESSIONAL** shall promptly submit a certified, true copy of the policy and any endorsement issued or to be issued on the policy if requested by the **HCPA**.
- 19.2.6 The **HCPA** reserves the option to require a Project Professional Liability insurance policy for this project. If this option is exercised, the **HCPA** will pay the premium cost and receive reimbursement of any premium savings accruing to the **PROFESSIONAL** under its regular Professional Liability policy. If the **PROFESSIONAL** causes the policy to extend beyond the contract completion date resulting in any additional premium cost it shall be the responsibility of the **PROFESSIONAL**.
- 19.3 **PROFESSIONAL** shall bear all additional costs associated with any negligent acts, errors, or omissions in the work and shall indemnify **HCPA**, as well as **HCPA'S** agents and employees, against same. To the fullest extent permitted by law, **PROFESSIONAL** shall indemnify and hold harmless **HCPA**, as well as **HCPA'S** agents and employees, from and against any and all claims, suits, demands, damages, losses and expenses, including, but not limited to, attorneys' fees, to the extent caused by **PROFESSIONAL'S** negligent or willful acts or omissions and the negligent or willful acts or omissions of anyone for whose acts **PROFESSIONAL** may be liable.

## 20.0 NOTICES

- 20.1 All NOTICES hereunder shall be deemed to be properly made if sent by certified mail, return receipt requested, to \_\_\_\_\_ at \_\_\_\_\_,  
and to **HCPA** at

Attention: Director, Department  
P.O. Box 1110  
Tampa, Florida 33601

The address may be changed by either party by similar notice. Notice so mailed shall be effective upon the date shown on the return receipt.

## 21.0 TRANSMITTALS IN WRITING

- 21.1 All instructions, directives, and information provided to and from **PROFESSIONAL** and **DIRECTOR** or **HCPA DESIGNEE** shall be transmitted in writing to the fullest extent possible.

## 22.0 MISCELLANEOUS PROVISIONS

- 22.1 This AGREEMENT and any modification agreements and change orders hereto constitute the entire AGREEMENT between **PROFESSIONAL** and **HCPA** relating to the work. There are no previous or contemporary representations or warranties of **HCPA** or **PROFESSIONAL** not set forth herein.
- 22.2 No waiver, termination, rescission, discharge, assignment or cancellation, and except as specifically provided in Section 14.2, no modification of this AGREEMENT or of any terms thereof shall be binding on **HCPA** unless in writing and approved by **HCPA** and duly executed by the Chairman or Acting-Chairman of **HCPA**.

- 22.3 Waiver by **HCPA** of a breach of any provision of this AGREEMENT or any terms thereof shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this AGREEMENT.
- 22.4 No modification, waiver, termination, discharge, or cancellation of this AGREEMENT or any terms thereof shall impair **HCPA'S** rights with respect to any liabilities, whether or not liquidated, of **PROFESSIONAL** to **HCPA** theretofore accrued.
- 22.5 The duties and obligations imposed by this AGREEMENT and the rights and remedies available hereunder, and, in particular, but without limitation, the warranty, guarantees, and obligations imposed upon **PROFESSIONAL** and the rights and remedies available to **HCPA** shall be in addition to and not limited to any otherwise imposed or available by law.
- 22.6 **PROFESSIONAL** shall remain an independent contractor and shall have no power (nor shall its Subcontractors, agents, or employees represent that **PROFESSIONAL** has any power) to obligate **HCPA** or to assume or to create any obligation upon **HCPA** whether that obligation be expressed or implied.
- 22.7 **PROFESSIONAL** and **HCPA** stipulate that any litigation arising from or in connection with the performance or nonperformance of this AGREEMENT shall be filed in Hillsborough **HCPA**, State of Florida, and that Florida law shall be controlling.
- 22.8 This AGREEMENT does not empower **PROFESSIONAL** to undertake any activity reserved to **HCPA**.
- 23.0 **LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS FOR SERVICES CONTRACTS**
- 23.1 The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the **HCPA** as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. As stated below, the Contractor/Service Provider may contact the **HCPA's** Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The **HCPA** cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.
- 23.2 **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:**
- i. 813-276-8827**
  - ii. shepherdw@hcpafl.org**
  - iii. Property Appraisers Office, 601 E. Kennedy Blvd., 15th Floor, Tampa, Florida 33602**
- 23.3 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:
- i. Keep and maintain public records required by the **HCPA** to perform the services.**
  - ii. 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.

- iii. 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.
- iv. 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.

23.4 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.

**24.0 TERMINATION FOR PROFESSIONAL ENGAGING IN BUSINESS OPERATIONS IN CUBA OR SYRIA AND TERMINATION FOR PROFESSIONAL BEING ON THE (I) SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST, (II) SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST, AND/OR (III) SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST**

24.1 Professional is advised that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services of One Million Dollars (\$1,000,000) or more if such company (i) is engaged in business operations in Cuba or Syria, (ii) is on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) is on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473).

24.2 The HCPA reserves the right to terminate the Contract if the HCPA discovers that the Professional has submitted a false certification regarding the Professional's business operations in Cuba or Syria and/or the Professional's presence on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, and/or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (hereinafter referred to collectively as the "Scrutinized Companies Lists").

24.3 In addition, the HCPA reserves the right to terminate the Contract if, prior to the award of the Contract or during the Contract Period, the Professional engages in business operations in Cuba or Syria and/or the Professional has been placed on one or more of the Scrutinized Companies Lists.

*IN WITNESS WHEREOF*, the parties have executed this Agreement.

**HILLSBOROUGH COUNTY PROPERTY APPRAISER**

BY: \_\_\_\_\_  
BOB HENRIQUEZ, CFA  
HILLSBOROUGH COUNTY PROPERTY APPRAISER

**ATTEST:**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

**PROFESSIONAL:**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**ACKNOWLEDGEMENT OF PROFESSIONAL, IF A CORPORATION**

STATE OF \_\_\_\_\_ HCPA OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_  
(Date) (Name of officer or agent, title of officer or agent)

of \_\_\_\_\_ a \_\_\_\_\_ corporation,  
(Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

\_\_\_\_\_ as identification and did certify to have knowledge of the matters stated  
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_  
(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_  
(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_  
(Name of Notary typed, printed or stamped)

**ACKNOWLEDGEMENT OF PROFESSIONAL, IF A PARTNERSHIP**

STATE OF \_\_\_\_\_ HCPA OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_  
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf \_\_\_\_\_ a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

\_\_\_\_\_ as identification and did certify to have knowledge of the matters stated  
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_  
(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_  
(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_  
(Name of Notary typed, printed or stamped)

**ACKNOWLEDGEMENT OF PROFESSIONAL, IF AN INDIVIDUAL**

STATE OF \_\_\_\_\_ HCPA OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ By \_\_\_\_\_  
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

\_\_\_\_\_ as identification and did certify to have knowledge of the matters stated  
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_  
(Date)

\_\_\_\_\_ Commission Number \_\_\_\_\_  
(Official Notary Signature and Notary Seal)

\_\_\_\_\_ Commission Expiration Date \_\_\_\_\_  
(Name of Notary typed, printed or stamped)



**ATTACHMENT B**  
**METHOD OF COMPENSATION AND PAYMENT**

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1.0 **PERSONNEL COST**

1.1 The Schedule of salary classifications and ranges for professional services which appears as an attachment titled Attachment C identifies the classification of **PROFESSIONAL'S** personnel who will generate billings against this AGREEMENT. As compensation for services, provided under Work Orders and Attachment A, Scope of Services, **PROFESSIONAL** will be reimbursed for actual salary costs plus a percentage for overhead and profit of professional, technical, and supporting personnel for the time during which they are directly employed in work covered by this AGREEMENT, in accordance with the "Salary Classification and Ranges" included in Attachment C. The rates contained on Attachment C include the percentage for overhead and profit and all other expenses not listed in Section 2.0.

1.2 **PROFESSIONAL** will be compensated based on actual billing rate of employee performing work. The rate shall not exceed the billing rate for the job classification contained on Attachment C.

1.3 **PROFESSIONAL** shall work the hours required to meet the schedule. Overtime which results in premium payments and which is necessary to meet the schedule shall be shown in fee proposals. Billings which show premium overtime that is not consistent with the proposal will not be paid unless it is required because of delays by **HCPA**, and then only with prior written approval from **DIRECTOR**. If overtime is so approved, **PROFESSIONAL** shall indicate overtime separately on subsequent billings.

1.4 **HCPA** may require special disciplines (personnel classifications) that are not listed in ATTACHMENT C, attached hereto and made a part hereof. In that event, **PROFESSIONAL** shall submit personnel classifications and salary information to **DIRECTOR** for approval. Written approval by **DIRECTOR** must be given prior to start of WORK.

1.5 Annually, 90 Days prior to the anniversary date of the Agreement, the Professional shall submit their audited or certified direct salary rates, Attachment C, to the HCPA for approval and inclusion in this Agreement. These new direct salary rates will apply to future work orders and modification agreements or change orders to existing work orders.

2.0 **OTHER REIMBURSABLE COSTS**

2.1 OUT OF TOWN TRAVEL: Travel, subsistence, and related expenses of personnel while traveling outside Hillsborough HCPA in connection with the work shall be reimbursed in accordance with BOCC Policy for Authorization and Reimbursement for Travel and Section 112.061, Florida Statutes. Travel costs for personnel traveling to Hillsborough HCPA to perform work under this AGREEMENT are not reimbursable without the prior written approval of **DIRECTOR**. A copy of Director's written approval must accompany **PROFESSIONAL'S** request for reimbursement. All requests for travel reimbursement must provide enough detail to clearly indicate the reasons(s) for travel, date(s) of travel, exact time(s) of travel, and mode(s) of travel. If travel is by privately owned vehicle, mileage will be paid from city to city, official distance only. All reimbursement requested must be supported by a receipt except where a receipt could not be obtained such as an unattended toll booth or parking meters. In those situations where receipts cannot be obtained, reimbursement requested must be supported by documents that show dates, locations, and signature of employee. All receipts for which reimbursement is requested are subject to Florida Statute rates applicable at the time of travel, with the following exception: only actual expenses for lodging at a single occupancy rate of up to \$150.00 per day will be considered when applying Section 112.061 (6)(a)2., Florida Statutes, if lodging is required within Hillsborough HCPA.

2.2 Actual costs of permit fees, specialized equipment and/or specialized **subcontracted** services including, but not limited to borings, surveys, photogrammetry, testing, eminent domain services, and computing services, as indicated in ATTACHMENT A, SCOPE OF SERVICES shall be reimbursed. A copy of the invoice for these costs must be provided with any request for reimbursement.

3.0 **PAYMENTS**

- 3.1 Invoices for actual work performed and costs incurred shall be submitted monthly to HILLSBOROUGH HCPA, Attention: DEPARTMENT. Invoices shall be supported by labor tabulations listing hours charged by each individual by task and subtask (time sheets may be required if deemed necessary), and all required support and documentation for reimbursable costs as specified in Section 2.0 above. A copy of the invoice and supporting material shall be forwarded to **HCPA DESIGNEE** when submission is sent to FISCAL AND ADMINISTRATIVE SUPPORT SECTION. Invoices shall be in a form acceptable to the **HCPA DESIGNEE** and must be in sufficient detail to allow **HCPA** to determine invoice validity.
- 3.2 Additional documentation shall be furnished to FISCAL AND ADMINISTRATIVE SUPPORT SECTION as required.
- 3.3 Invoices that are determined to be proper by the **HCPA DESIGNEE** will be processed and submitted to the Chief Disbursement Officer within 15 days of receipt. The Chief Disbursement Officer for Hillsborough HCPA is the Clerk of Circuit Court, BOCC Accounting Department.
- 3.4 In any case in which an improper invoice is submitted by **PROFESSIONAL**, the **HCPA DESIGNEE** shall, within ten (10) days after the improper invoice is received by it, notify the **PROFESSIONAL** that the invoice is improper and indicate what corrective action on the part of the **PROFESSIONAL** is needed to make the invoice proper.
- 3.5 Neither the 15-day review time nor the time associated with returning an improper invoice shall be included in the 45-day period discussed below.
- 3.6 As established by Part VII, Chapter 218, Florida Statutes, payment shall be made within 45 days after the date a proper invoice is presented for payment to the Chief Disbursement Officer. If payment is not made within the time specified by law, interest will be paid to the **PROFESSIONAL** in accordance with Part VII, Chapter 218, Florida Statutes.
- 3.8 Invoice amounts may be reduced when the deliverables submitted at the milestones do not meet the criteria or the submittal is incomplete. When this occurs, **HCPA DESIGNEE**, may reduce the invoice amount by the amount that the work is incomplete or inadequate; or require that the submittal be brought up to an acceptable standard prior to payment.



## ATTACHMENT E

### EQUAL EMPLOYMENT OPPORTUNITY - APPLICABLE STATUTES, ORDERS AND REGULATIONS

#### HILLSBOROUGH HCPA, FL

- Hillsborough HCPA Human Rights Ordinance, Hillsborough HCPA Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, HCPA contracting and procurement activities, and credit extension practices.
- Hillsborough HCPA Home Rule Charter, Article IX, Section 9.11, as amended, provides that no person shall be deprived of any right because of race, sex, age, national origin, religion, disability, or political affiliation. Printed in Hillsborough HCPA Code of Ordinances and Laws, Part A.

#### STATE

- Florida Constitution, Preamble and Article 1, §2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- Florida Statutes §112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- Florida Statutes §112.043, prohibits age discrimination in employment.
- Florida Statutes §413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- Florida Statutes §448.07, prohibits wage rate discrimination on the basis of sex.
- Florida Civil Rights Act of 1992, Florida Statutes §§760.01 – 760.11, as amended.
- Florida Statutes §509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability or national origin.
- Florida Statutes §725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for equal services performed.
- Florida Fair Housing Act, Florida Statutes §§760.20 – 760.37.
- Florida Statutes §760.40, provides for the confidentiality of genetic testing.
- Florida Statutes §760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- Florida Statutes §760.51, provides for remedies and civil penalties for violations of civil rights.
- Florida Statutes §760.60, prohibits discriminatory practices of certain clubs.
- Florida Statutes §760.80, provides for minority representation on boards, commissions, council, and committees.

#### FEDERAL

- Section 1 of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, § 1.
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P. L. 111-2, 123 Stat. 5.
- Civil Rights Act of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. § 1981.
- Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P. L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- Civil Rights Restoration Act of 1987, P. L. 100-259, 102 Stat. 28.
- Civil Rights Act of 1991, P. L. 102-166, 105 Stat. 1071.
- Equal Opportunity Regulations, 41 CFR § 60-1.4, as amended.
- Standards for a Merit System of Personnel Administration, 5 CFR § 900.601 et seq.
- Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR § 60-2 (Revised Order 4).
- Rehabilitation Act of 1973, P. L. 93-112, 87 Stat. 355, as amended.
- Interagency Agreement promulgated on March 23, 1973.
- Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
- Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq., P. L. 90-202, as amended.
- Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., P. L. 94-135, 89 Stat. 728, as amended.

- Older Americans Amendments of 1975, 42 U.S.C. § 3001 et seq., P. L. 94-135, 89 Stat 713.
- Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008, P. L. 110-325, 122 Stat. 3553.
- Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. § 4212, as amended.
- Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- State and Local Assistance Act of 1972, as amended.
- Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
- Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. §§ 5.100 -5.605.
- Executive Order 13673, Fair Pay and Safe Workplaces.

**If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:**

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**\*\*\*The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time-to-time, or added to (newly promulgated) from time-to-time, during the term of this contract.\*\*\***

