

City of North Port



**FIRE STATION NO. 81 EXPANSION AND REMODEL
CONSTRUCTION MANAGER AT RISK**

Request for Proposal No. 2023-07

PUBLIC NOTICE/ADVERTISEMENT

Notice is hereby given that the City of North Port will receive sealed proposals from legal entities authorized to do business in Florida for:

RFP NO. 2023-07

FIRE STATION NO. 81 EXPANSION AND REMODEL – CONSTRUCTION MANAGER AT RISK

It is the intent of the City of North Port to request proposals from experienced and qualified professional to provide Construction Manager (CM) at Risk services for new and existing public works facilities. Services include pre-construction and construction services for the expansion and remodel of Fire Station No. 81.

NON-MANDATORY PRE-PROPOSAL MEETING: SEPTEMBER 27, 2022 AT 9:00 AM 4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FLORIDA 34286 SITE VISIT TO FOLLOW

SUBMITTAL DUE DATE: *October 20, 2022, NO LATER THAN 2:00 PM*

We are strongly encouraging the use of Delivery Services and/or couriers such as FedEx or UPS to deliver your sealed solicitations to: Finance Department/Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, FL 34286. Proposals Received After This Date and Time Will Not Be Opened.

EVALUATION AND RANKING: *November 4, 2022, @ 2:00 PM.*

The Selection Committee shall evaluate and rank the proposals submitted. This meeting is open to the public and will be held at the City of North Port City Hall, 4970 City Hall Boulevard, Suite 244, North Port, Florida, 34287.

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the city web site at www.northportfl.gov. Proposal documents are also posted on the City FTP site at <https://www.northportfl.gov/files> *(select the Purchasing Folder and scroll to Project RFP 2023-07)*; however, addendums are only posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Keith Raney, Contract Administrator II at 941.429.7103. Requests for additional information or clarification must be submitted in writing email to purchasing@cityofnorthport.com. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **October 13, 2022, at 2:00 P.M.**

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH: September 16, 2022

www.northportfl.gov

www.demandstar.com

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EXHIBITS: NONE

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form to the address below immediately.

We the undersigned have declined to submit a proposal on the requested service for: **2023-07: CONSTRUCTION MANAGEMENT SERVICES FOR FIRE STATION NO. 81 EXPANSION AND REMODEL** for the following reason(s):

- Insufficient time to respond to the solicitation.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Specifications or Scope of Service are unclear (explain below).
- OTHER (please specify below).

Remarks _____

COMPANY NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE: _____ FAX: _____
SIGNATURE: _____ DATE: _____
E-MAIL ADDRESS: _____

Note: Statement of Non-Submittal may be faxed to 941.429.7173 or e-mailed to purchasing@northportfl.gov

PART I – GENERAL INSTRUCTIONS

1. PURPOSE:

A. Intent of RFP:

The City of North Port hereinafter referred to as the “City” desires to contract for Professional Services. It is the intent of the City of North Port, Florida, to request proposals from experienced and qualified proposers to provide construction management (CM) pre-construction and construction services. CM will coordinate with the design team to bid and construct a new addition of approximately 5,428 GSF to serve as administrative offices for the Fire Department, followed by interior renovation of the majority of the existing 9,210 SF fire station structure. Site work includes adding parking, modification of stormwater. The existing fire station and Bayflight operations will continue from this site during construction through onsite, Contractor-provided, temporary house during renovation. CM may be called upon to assist with City Commission presentations and exhibits of the proposed expansion.

B. BACKGROUND:

The Fire Station No. 81 is operating over capacity and is in need of expansion. Schenkel Schultz Architecture has completed site and building design and a Development Order and Building Permit are in place and are ready for release pending identification of a Contractor. However, in light of current market conditions, the project may face budget challenges in the bidding phase.

2. CONTRACT AWARD/TERM:

The City anticipates entering into one (1) contract with the firm who submits the proposal judged to be most advantageous to the City. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute a contract.

3. DEVELOPMENT COSTS:

The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare a straightforward and concise description of the Proposer’s ability to meet the requirements of the RFP.

4. DEFINITIONS:

AGREEMENT: The term "Agreement" shall refer to the Agreement that may result from this Request for Proposal.

CITY: The term "City" shall refer to The City of North Port, Florida, or its City Commission, or City Manager or his Designee, as applicable.

CONSULTANT/ENGINEER: The term “CONSULTANT” OR “ENGINEER” shall refer after award, said Proposer/Firm will be referred to as the consultant/engineer.

DUE DATE AND TIME: The term “Due Date and Time” shall refer to the due date and time listed in the Notice of Availability and Timetable of this Solicitation.

PROPOSAL/REPLY/SUBMITTAL: The term "Proposal", “Reply” and “Submittal” The complete response of the Proposer to the RFP, including properly completed forms and supporting documentation.

PROPOSER: The terms “Proposer” or “the Firm” or “the Broker of Record” shall refer to anyone submitting a Proposal in response to this Request for Proposal.

PROPOSAL FORMS: The term “Proposal Forms” shall mean the forms required to be submitted in accordance with this Request for Proposal.

REQUEST FOR PROPOSAL: The terms "Request for Proposal", “RFP”, or “Solicitation” shall mean this Request For Proposal, including all exhibits, attachments and addendums as approved by the City, and amendments or change orders issued by the Procurement Department.

RESPONSIVE PROPOSAL/REPLY/SUBMITTAL: Is a reply submitted by a responsive and responsible Respondent which conforms in all material respects to the solicitation.

RESPONSIBLE RESPONDENT: A person, company or entity which determined to have the capability in all respects to fully perform the agreement requirements and has the integrity and reliability which will assure good faith performance.

SPECIFICATIONS: The term “Specifications” shall mean any technical requirements specified in this Request For Proposal or any addendum or other document issued by the City specifying technical requirements of the Work/Service.

SUBCONSULTANT/SUBCONTRACTOR: The term "Subcontractor" and “Sub-consultant” shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

After award of contract - Changes to the originally proposed project team (Consultant Key personnel, Sub-consultants, Sub-consultant Key personnel, Principle, etc) shall be submitted to the City in writing. Acceptance of the change shall be the sole discretion of the City. In the event the City does not approve the amended project team, the City has the option to terminate the contract. The City will reimburse the awarded Consultant for the work completed up to the time of termination.

TIME OF COMPLETION: Time in which the entire work shall be completed.

WORK: The terms "Work", “Scope of Work”, "Services", “Program”, “Project”, or “Engagement” shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with entirety of the scope of work required by this RFP including all terms and conditions of this Solicitation.

5. PROPOSAL SUBMISSION AND WITHDRAWAL

The City will receive **SEALED** proposals with the following information ***clearly marked on the outside packaging (FedEx, UPS, USPS, etc.):*** "RFP NO. 2023-07 FIRE STATION NO. 81 EXPANSION AND REMODEL – CONSTRUCTION MANAGER (CM) AT RISK" at the address below:

City of North Port
Keith Raney, Contract Administrator II
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening,

constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

6. PRESENTATIONS/DISCUSSIONS:

The Selection Committee may conduct discussions with firms of the Committee's choosing, regarding their qualifications, approach to the project, and ability to furnish the required services. The City will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations (i.e. travel, accommodations, etc.). The discussions/presentations/interviews are closed to the public per Chapter 286, as amended, of the Florida Statutes.

7. PROPOSAL RESTRICTIONS:

In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part IV - "Rules and Instructions" for Preparing Proposals contained within this RFP.

- **EXAMINATION OF PROPOSAL DOCUMENTS/SITE:** Prior to proposal submission, Proposers shall carefully examine all provisions of this document, and all other related documents, including all modifications thereof, incorporated in the proposal package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.
- Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to Proposal due date (or shall be verbally addressed at the pre-proposal conference, if applicable).
- It shall be the responsibility of the proposer, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Division to determine if addenda were issued.
- Examination of Sites: Prior to submitting a proposal, each proposer may attend the non-mandatory pre-proposal & site meeting, and examine the all the site and all conditions thereon. All proposals shall be presumed to include all such existing conditions as may affect any work to be done in this agreement. Failure to familiarize himself with such conditions will in no way relieve the successful proposer from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications.

8. CONFLICTS WITHIN SOLICITATION

Where there appears to be a conflict between the any of the provisions in this solicitation or any addendum issued, the order of precedence shall be: the last addendum issued, Proposal Forms, Scope of Service, Plans, Permits, reports and then the General Terms and Conditions. It is incumbent upon the Proposer to identify such conflicts to the designated purchasing representative prior to the proposal response date.

9. DRUG FREE WORKPLACE

The City of North Port is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the reply. The City grants a preference (following local preference, if applicable) to a business with drug-free workplace program, whenever two (2) or more Proposals are tied in the

evaluation and ranking process. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. All Proposers are strongly recommended to submit the form entitled “**DRUG-FREE WORKPLACE AFFIDAVIT**”.

10. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Florida Statutes §287.133(2)(a), “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids 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, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.”

11. MINORITY, WOMEN, and VETERAN OWNED BUSINESS ENTERPRISE (M/W/VBE)

M/W/VBEs are encouraged to participate in the reply process. All M/W/VBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the proposal submission and the Certificate must be issued to the prime Consultant/Contractor to claim M/W/VBE status.

12. REGULATIONS:

Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.

13. CANCELLATION:

The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this Agreement, in whole or in part, by providing the firm thirty (30) calendar days written notice by certified mail.

14. FISCAL NON-FUNDING CLAUSE:

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

15. RESERVED RIGHTS:

The City reserves the right to accept or reject any and all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, for whatever reason or for no reason, if it is deemed in the best interest of the City.

The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the City deems necessary in order to make a determination.

16. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

17. PERFORMANCE EVALUATION:

At the end of the Agreement, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

18. PAYMENTS:

The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

19. INSURANCE REQUIREMENTS:

The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

A. Before performing any contract work, Consultant shall procure and maintain during the life of the Contract the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Consultant.

i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

ii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$2,000,000 each occurrence; \$2,000,000 general aggregate; \$2,000,000 products and completed ops; and \$100,000 damage to rented premises. City of North Port to be named additionally insured.

iii. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles. Proof of Commercial Auto Liability Insurance.

iv. **Professional Liability Insurance:** Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$2,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under

the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

v. **General requirements:** The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability. Certification of same shall be required. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities under this Contract.

Any and all deductibles to the above referenced policies are to be the responsibility of the Consultant. The Consultant's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Consultant is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Consultant's responsibility to provide notice to the City.

B. **WAIVER OF SUBROGATION:** All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Consultant, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Consultant or its agents may be responsible for.

C. **POLICY FORM**

i. All policies, required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.

ii. Insurance requirements itemized in this Contract, and required of the Consultant, shall be provided by or on behalf of all subcontractors to cover their operations performed under this Contract.

The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

iii. Each insurance policy required by this Contract shall:

a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

b. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Consultant is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

- iv. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
- v. The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Consultant's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Consultant and its carrier.
- vi. The Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
- vii. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- viii. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Consultant will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
- ix. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Consultant's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

22. Bonds Prior to approval of the GMP Amendment, CM shall provide to the City a Performance and Payment Bond (City Attorney template will be provide). The bonds shall be executed by the CM and a surety company authorized to do business in the State of Florida, in an amount no less than the GMP, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The City will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'A-' (Excellent) or better for said bond. Said bond shall be subject to the approval of the City. In accordance with Section 255.05, F.S., the City may not make a payment to the CM until the CM has provided the City a certified copy of the recorded bond.

20. INDEMNITY:

The Consultant shall indemnify and hold harmless the City, its Commissioners, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or Consultant's officers, employees, agents, and other persons employed or utilized by the Consultant in the performance of, or the failure to perform, the Agreement.

In the event of a claim, the City shall promptly notify the Consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement. Such notification may also be provided by fax transmission.

The City shall provide all available information and assistance that the Consultant may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Contract may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute § 768.28.

21. CONFLICTS OF INTEREST - CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS:

The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response.

22. DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT:

The purpose of this disclosure form is to allow the City to identify actual or potential 'financial' or 'other interests' (as defined in the form) which may adversely affect, or have the appearance of adversely affecting, the City's interest in the award of this contract. The City reserves the right to reject any proposal, terminate negotiations, or terminate any subsequent contract deemed to have an unacceptable conflict of interest.

23. COLLECTION OF FEES, ASSESSMENTS AND TAXES:

By acceptance of an Agreement, the Successful Contractor acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees, assessment and taxes prior to submittal due date. City will conduct annual review for any fees, assessments and taxes.

24. NON-DISCRIMINATION:

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity."

25. CONTACT PROHIBITION:

All prospective Proposers are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.

26. STATE REGISTRATION REQUIREMENTS:

Any Proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application will be required prior to award of an Agreement. Any partnership submitting a response to this solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

27. ASSIGNMENT:

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.

28. AMENDMENT:

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under the Agreement.

29. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:

Pursuant to Florida Statute § 119.071 (1)(b)(2), all submittals are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the replies, whichever is earlier.

FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Proposer is asserting that certain information in its proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Bid number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other proposal documents.

Proposer is advised that failure to follow the aforementioned instructions may result in Proposer's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to

this Bid will become the property of the City of North Port 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 City.

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 your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of North Port (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 City of North Port (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

30. PUBLIC RECORDS:

In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the CITY to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
2. Upon request from the City's custodian of public records, provide the CITY, at no cost, 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 for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project 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, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Consultant shall meet all applicable requirements for retaining public records.
5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC**

RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL Publicrecordsrequest@northportfl.gov.

6. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes 119.10.

The Consultant acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

31. SUNSHINE LAW EXEMPTIONS:

The exemption under F.S. §286.0113 provides that for all “competitive solicitations:”

- Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation,
- Any portion of a meeting at which a vendor makes an oral presentation as part of a competitive solicitation,
- Any portion of a meeting at which a vendor answers questions as part of a competitive solicitation, or
- Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. [286.0113](#) and s. 24(b), Art. I of the State Constitution.

An exemption from the Sunshine law means that the meeting does not have to be noticed, open to the public or have minutes taken. The statute does provide that a verbatim recording of the meeting must be made. The recording and any records presented at the meeting are also exempt from public records disclosure until 30 days after opening of the bids, proposals or replies, or notice of an intended decision, whichever is earlier. The exemption does not apply to the evaluation/ranking portion of a Selection Committee meeting, the approval of a Respondent to negotiate with, or approval of the final Contract.

32. REPLIES ARE SUBJECT TO PUBLIC INSPECTION: Unless exempted by law, all public records are subject to public inspection and copying under Florida’s Public Records Law, Chapter 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply pursuant to Section 119.071(1)(b), F.S. Once that exemption expires, all contents of a reply become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Respondent’s reply to this solicitation will be waived upon opening of the reply by the Owner, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Respondent’s reply outside of the separately bound document described below.

33. NON-EXCLUSIVITY:

No guarantee of certain services, volume of work, or quantity of projects is implied. This contract does not entitle any firm to exclusive rights to City of North Port contracts. The City reserves the right to acquire professional services from other firms or perform "in-house" services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any consultants at any time for any project other than those selected.

34. SCRUTINIZED COMPANIES:

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
 - 3. It is not engaged in business operations in Cuba or Syria.
- C. PENALTY:
 - 1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
 - 2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - 3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

35. JOINT VENTURES:

The joint venture must be in place at the time of submittal. Firms who submit a proposal as a "joint venture" must clearly indicate in their proposal the name of the "joint venture" and the individual participants. All documents must be executed/signed and notarized by all parties involved as participants in the "joint venture". A copy of the formal "joint venture" contract between all parties, indicating their respective roles, responsibilities (e.g., agreement of the joint venture relative to the type of work, the dollar levels of participation and percentage of total fees based on location, where applicable) shall be included with the "joint venture" proposal submittal. One firm will take the lead as point of contact and awardee; how you work it out with your partnering firm is up to you. The City contract is with one entity, and one check is issued.

36. SUB-CONSULTANTS: A Sub-Consultant is an individual or firm contracted by the Consultant or Consultant's firm to assist in the performance of services required under this RFP. A Sub-Consultant shall be paid through Consultant or Consultant's firm and not paid directly by the City. Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Consultant must clearly reflect in its Proposal the major Sub-Consultant(s) to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Consultant proposed in the response of Successful Consultant(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the successful consultant and insurance for each Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Consultant nor any of its Sub-Consultants are considered to be

employees or agents of the City. Failure to list all Sub-Consultants and provide the required information may disqualify any proposed Sub-Consultant from performing work under this RFP.

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the Successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide relative to any contract that may result from this RFP, Sub-consultant's hourly rates or fees, any applicable licenses, references, ownership, and other information required of Consultant.

37. PRIOR CITY WORK:

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects. Prior work done for the City may be used as a reference submitted by the Respondent if it is submitted within their proposal and similar to the work being requested in this RFP.

38. USE OF INFORMATION FROM OTHER SOURCES:

The City of North Port reserves the right to consider historic information and fact, whether gained from the submitted proposal, question and answer conferences, references, and/or other sources in the evaluation process.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

39. DISCREPANCIES, ERRORS AND OMISSIONS: Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Purchasing Department. Should it be necessary, a written addendum will be incorporated to the RFP. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

40. DISQUALIFICATION: The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Consultant. It also reserves the right to waive any immaterial defect or informality in any Responses, to reject any or all Responses in whole or in part, or to reissue a Request for Qualifications.

41. RESPONSES / PROPOSAL RECEIPT: Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The Consultant shall file all documents necessary to support its Proposal and shall include them with its Proposal. Consultants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP.

42. E- VERIFY: The City, contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States,

as described in 8 U.S.C. S. 1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

43. RESPONSES / PROPOSAL RECEIPT: Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The Consultant shall file all documents necessary to support its Proposal and shall include them with its Proposal. Consultants shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP.

45. FORCE MAJEURE: Should performance of any obligation created under this Agreement become illegal or impossible by reason of:

- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
 - b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - d. A declared emergency of the federal, state, or local government; or
 - e. Any other like event that is beyond the reasonable control of the non-performing party;
- then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
- f. The non-performing party provides written notice within five (5) days of the event of force majeure, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 - g. The excuse of performance is no greater in scope or duration than required by the event of force majeure;
 - h. No obligations of either party that arose before the force majeure are excused as a result of the event of force majeure; and
 - i. The non-performing party uses all reasonable diligence to remedy its inability to perform.

Economic hardship of a party does not constitute an event of force majeure. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.

The Consultant acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

END OF PART I

PART II – SCOPE OF SERVICE

Scope of Services: The scope of work is a general guide to the work the City expects to be performed by the Consultant and is not a complete listing of all services that may be required or desired. Services include bidding and construction of a new addition of approximately 5,428 GSF to serve as administrative offices for the Fire Department, followed by interior renovation of the majority of the existing 9,210 SF fire station structure. Site work includes adding parking, modification of stormwater. The existing fire station and Bayflight operations will continue from this site during construction through onsite, Contractor-provided, temporary house during renovation. CM may be called upon to assist with and/or prepare exhibits as needed, and present to City Commission.

Project Description: The existing Fire Station No. 81 was constructed in 1988 and remodeled last in 2005. The requested work includes coordination with the design team to analyze the completed plans for value engineering options to address potential budget challenges.

Project Objective: Qualifications-based selection will be used in choosing the Contractor.

Project Requirements: This work shall include the following:

Consultant Services:

- a. Coordinate with the design team in reviewing the completed plans and specification for potential value engineering options to address potential budget challenges.
- b. Assist in the completion of any remaining required permitting for the construction of the new facilities and/or renovations of existing facilities.
- c. Prepare final cost estimates for construction.
- d. Assist in the preparation of exhibits and assist in presentations to City staff and City Commission, as needed.

Anticipated Tasks:

- a. Consultant shall provide feedback to the project team regarding the completed drawings and specifications with regard to value engineering options. Consultant shall participate in meetings with public works staff, other applicable city departments, and stakeholders within the City, as needed.
- b. Consultant shall assist in the preparation of possible development phasing plans that allow the City to strategize on its capital improvement program budgets.
- c. PROPOSED PROJECT BUDGET AND SCHEDULE:
 - i. Consultant shall prepare a detailed construction phase Project budget.
 - ii. Consultant shall provide preliminary and detailed scheduling analysis and periodic updates for the Project construction.
 - iii. Consultant shall provide value engineering options for consideration

The total project budget for the design, construction, site work, furniture, fixtures and equipment, and all fees is \$5,109,390.00. The adopted budget line item for construction is \$3,856,643.00.

2 GENERAL SCOPE OF SERVICES:

The scope of services shall include, but not be limited to the following:

A. Phase I Pre-Construction Services – Design Review and Recommendations. All communications shall go through the single point of contact identified as the City Project Manager.

1. Become thoroughly familiar with the completed plans and specifications.
2. Complete a budgetary review based on completed drawings and specifications.
3. Make written recommendations regarding all construction aspects and cost reducing alternatives.

4. Assist architect and City Project Manager in alternative comparison verses long-term cost effects.
5. Work as a team with design consultants and City staff.
6. Bring to the attention of the City Project Manager and architect any known discrepancies in the design drawings and specifications.
7. Review and advise on life-cycle costs of proposed materials and equipment, as requested for major building systems.
8. Publicly bid the project, and negotiate a Guaranteed Maximum Price (GMP) with City staff.
9. Assist in the creation of a risk registry with the project team.
10. Included environmental mitigation in accordance with permitting requirements, as needed.
11. BIM Clash with Navisworks, coordinated with all models, at each design deliverable – CM will work with files provided by the design team.

B. Phase II Construction Services – During the construction phase, the Construction Manager shall become the single point of responsibility for performance of the construction contract for the project and shall function in the role of an independent General Contractor. That role will include:

1. Manage the resultant subcontracts / purchase orders after awarding bid packages for labor and materials.
2. The Contractor shall develop, update, and report progress on a Critical Path Method-based design schedule through 100% construction, including closed punch list items. Prepare the overall project schedule and providing periodic detailed updates.
3. Establish and maintain quality control standards.
4. Obtain the required building permits and complete required inspections closing all permits.
5. Provide all building construction activities, including all building manufacturer coordination, site, Civil, and utility work.
6. Provide quality control and quality assurance testing for construction.
7. Coordinate and review all shop drawings and submittals prior to forwarding to the design team for review and approval.
8. Coordinate all construction activities with any work performed on-site.
9. Guaranteeing the construction cost, within the limits of the GMP.
10. Conduct periodic construction progress meetings with design firm and City representatives.
11. Daily oversight of the construction site when work is being performed and circumstances may require determining the progress and quality of the construction project.
12. Conduct field inspections and provide monthly field/progress reports including contingency authorization logs and progress photos.
13. Ensure all permits are passed and the facility can obtain a Certificate of Occupancy.
14. Provide one (1) copy of close-out documentation one (1) copy in electronic format with subcontractor list with contact information, all submittals, operating manual, red-lined as-built drawings, Test and Balance Report, IT testing data, and any additional pertinent information. Maintain and finalize the City asset list and provide a copy of the permitted plans with marked changes.
15. Complete asset management inventory documents provided by the City for uploading into program software.
16. Coordinate and perform necessary warranty work for the period of one (1) year.

The Contractor shall present a comprehensive and integrated picture of the project team capabilities meeting all project objectives and completing a successful project. The proposal shall address, but not be limited to, the Contractor's experience, management plans, project organization, and budget and schedule performance. methodologies, strategies, and action plans rather than general description. Wherever possible, specific examples of past work shall be used to illustrate skills and capabilities in similar projects.

Information provided in Part I, General Instructions, Paragraph 1, Purpose, of this RFP, is included in this Part II, Scope of Service, by reference.

END OF PART II

PART III – EVALUATION METHOD AND CRITERIA OF PROPOSALS

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations **may not** be solicited.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

AWARD CRITERIA: Award will be made according to State of Florida statute 287.055 also known as the Consultants Competitive Negotiation Act (CCNA). Firms are ranked according to the evaluation criteria which will include, but shall not be limited to, considerations listed under Part II- THROUGH IV. The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City’s decision will be final. The City will initiate negotiations with the top ranked firm. If negotiations with the top ranked firm are not successful negotiations will begin with number two and then three if necessary.

EVALUATION CRITERIA: Proposals will be reviewed by staff from the City of North Port and evaluated based on the format and content outlined in this proposal as follows:

- Remarks:** The assigned value is judged on a scale of **0 through 5**
- 0=Information/documentation provided is not adequate for evaluation**
 - 1=Poor, Unacceptable, Needs major help to be acceptable**
 - 2=Marginal, Weak, Workable but needs clarifications**
 - 3=Good, No major weaknesses, Fully Acceptable as is**
 - 4=Excellent, Very good, Solid in all respects**
 - 5=Outstanding, out-of-the-box, Innovative**

EVALUATION CRITERIA	VALUE	ASSIGNED VALUE	WEIGHT 1-10	SCORE
1. <i>Qualification of Firm</i>	(0-5)	_____	x 2	=10 max
2. <i>Key Personnel</i>	(0-5)	_____	x 7	=35 max
3. <i>Project Understanding and Approach</i>	(0-5)	_____	x 5	=15 max
4. <i>Proficiency in Similar Projects</i>	(0-5)	_____	x 5	=35 Max
5. <i>Overall Impression of the Firm, Its Capabilities & References</i>	(0-5)	_____	x 1	=5 max
THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED TO THE TEAM:				
6. MBE /WBE/VBE Certification	(0 or 3)	_____	X1	=3 max
A. Certified Minority	Value of 3			
B. Non-certified or N/A	Value of 0			
<i>Minority, Women and Veteran Owned Business Ent have a point value either 0 or 3.</i>				Total score =103 max

SCORING:

1. The Committee will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
 - a) Committee member will score each Proposer 0 through 5 (5 being the highest score) on each criterion, unless the score for the criteria score is processed with a calculated formula.
 - b) The score will be multiplied by the criteria weight. The total raw score obtainable is 100 and bonus points (applicable preference points) will be added to the total points scored.
 - c) Each total raw score will be converted to an ordinal score.
2. Ordinal Scores are determined as the order of preference based on the individual member's raw scores.
 - a) The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
 - b) The individual ordinal score for each proposer by each committee member are added together for a total ordinal score.
3. The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.
4. The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:
 - a) Adjust their scoring based on committee discussion; or
 - b) Re-rank the proposers based on committee discussion; or
 - c) Determine a ranking by the consensus of the committee.
5. The Committee will hold a 'closed' meeting (via Microsoft Teams/telephone discussions) with each of the proposers to further clarify the City's requirements and the Proposer's proposals prior to the public ranking meeting.

SELECTION – EVALUATIONS, RANKING AND TELEPHONE DISCUSSIONS: The Selection Committee shall evaluate and rank the proposals submitted by all responsive firms. Telephone discussions will be held with all firms submitting prior to ranking. Discussions are **not** open to the public Please see schedule below and ensure that a representative of your firm will be available via telephone when called by the Selection Committee. Each of the firms will be contacted via e-mail and informed of the time that the discussions will begin. The firms **may be** provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting firms in alphabetical order, with an anticipated time frame not to exceed 20 minutes with each firm being called consecutively.

As stated above, discussions will be held via telephone utilizing the telephone number listed on the signature page of the submittal form. It is each firm's responsibility to have the appropriate personnel at that telephone site or respond to the questions and/or clarification. Once the telephone discussions (are **not** "Open" to the public) are completed, the Selection Committee will commence the discussions, evaluations and ranking portion of the meeting (which **is** "Open" to the public).

The firm ranked number one by the Selection Committee will be the firm recommended for contract negotiations. In accordance with §287.055, Purchasing on behalf of the Selection committee shall forward their recommendation to the City Manager in rank order the response or responses of which the Selection Committee deems to be in the best interest of the City. Purchasing shall be request the City Manager to authorize staff to negotiate a contract with the number one (top) ranked consultant. Following the negotiations, a final contract will be presented for City Commission approval.

If presentations are not requested: Contract negotiations will then commence with the top ranked firm pending City Manager approval. The department will prepare the agenda item for the next available commission meeting and request

the City Commission to approve the contract and authorize the City Manager to execute the contract with the top ranked, responsive and responsible firm.

If presentations are requested - Formal Oral Presentations: Purchasing will establish the schedule and proposers will be notified within a reasonable time period (date provided below), in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. Oral presentations will **NOT** be open to the public.

The City will allot equal time for each proposer. The format may consist of formal presentations, questions and answers, and discussion for clarification purposes. Oral presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking (if presentations are requested) and Recommendation for Award: Upon completion of the oral presentations, the Committee will rank the top three proposers on their oral presentations to determine the top ranked proposer considered to be the most capable of performing the required project in the best interest of the City. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract and authorize the City Manager to execute the contract with the top ranked, responsive and responsible firm.

Upon completion of the telephone discussions or oral presentations, the Committee will rank the proposals to determine the top ranked proposer. Committee recommendation will be submitted to the City Manager for approval to commence negotiations with the top ranked firm.

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PROPOSED SCHEDULE

The anticipated time schedule as related to this solicitation is as follows:

<u>EVENT SCHEDULE</u>	<u>DATE/TIME (EST)</u>
1. Issuance of Proposal	September 16, 2022
2. Pre-Proposal Meeting and Site Visit	September 27, 2022
3. Deadline to Submit Questions/Inquiries	October 13, 2022, 2:00 PM
4. Submittal Due Date	October 20, 2022, 2:00 PM
5. Telephone Discussions (Closed to Public) <i>Meeting will be held via Microsoft Teams Further Instructions will be provided.</i>	November 4, 2022, 9:00 AM
6. Evaluation and Ranking Committee Meeting (Open to Public) <i>City Hall, Room 244</i>	November 4, 2022, 2:00 PM
7. Negotiations Team Meeting or Presentations if required. (Closed to Public)	TBD
8. CONTRACT TO COMMISSION	TBD

END OF PART III

PART IV

RULES, INSTRUCTIONS AND FORMS FOR PREPARING PROPOSALS & REQUIRED SUBMITTAL FORMS

1. RULES FOR PROPOSALS

- A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- B. Any questions regarding a project or submittal shall be **directed to Purchasing**. There shall not be any contact between a Proposer and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Proposer. Any Proposer contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.
- C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms shall result in the Proposer's submittal being deemed "Non-Responsive."
- D. The Proposal will either be typed or completed legibly (handwritten) in blue ink. The Proposer's authorized agent will sign the Proposal Forms in blue ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.
- E. Proposer Registration with DemandStar is **not** required. The City utilizes www.DemandStar.com for their vendor database system: planholder list, and notification availability (ie. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Proposer to complete a registration application with DemandStar to be recommended for the award of any Agreement. DemandStar is the City's method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Proposer. Proposers may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling 800. 711.1712. **Note: If you are already registered with DemandStar for the City of North Port, you do NOT need to register again.**

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the city web site at www.northportfl.gov. Proposal documents are also posted on the City FTP site at <https://www.northportfl.gov/files> (**select the Purchasing Folder and scroll to Project RFP 2023-07**); however, addendums are only posted on www.demandstar.com.

PROPOSAL FORMAT/REQUIREMENTS

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

TITLE PAGE: Title Page shall show the request for proposal's subject, title and proposal number; the firm's legal name; points of contact information (name, telephone, cell, fax number and E-mail address).

TABLE OF CONTENTS: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page. **(Maximum 1 single-sided page)**

TAB 1 - TRANSMITTAL LETTER: Provide a Letter on Interest indicating the project for which the firm is applying, and your firm's commitment to the project. The response shall contain a cover letter signed in **blue ink** by a person who is authorized to commit the firm to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP. **(Maximum 1 single-sided page)**

TAB 2 – DOCUMENTS

Licenses and Certifications – Provide copies of required licenses and certifications

Resumes – Provide resumes of Key Personnel demonstrating the minimum and preferred qualifications.

Project Approach – Provide a detailed Project Approach, including, but not limited to:

- Project management techniques, controls, program and technologies to be employed to meet project schedule and budget requirements.
- Assignment of personnel to provide the most efficient service.
- Where elements of the work will be performed, and who in the organizational chart will oversee performance of the work to provide the most efficient services.
- Detailed information explaining how location of the firm, key personnel and sub-contractors will affect the project, including how impact of any physical distance will be mitigated through the use of technology, processes or other means.
- Organizational chart delineating personnel assigned to the project (including sub-contractors, if applicable.)
- Organizational chart showing the corporate management structure of the Proposer.

Schedule / Timeline – Provide a graphical representation of the proposed schedule / timeline indicating major milestones and deliverables.

TAB 3 – TEAM'S PREVIOUS EXPERIENCE / PROFICIENCY IN SIMILAR PROJECTS: Include a page for EACH project used to represent your firms' experience in similar projects. Include each representative project your firm has completed in the past 10 years but do not exceed 5 examples. Include information which indicates the involvement of those key personnel that may be assigned to this project.

Example Projects – Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one page for each of the five (5) required projects. Include the following information for each project:

Example Project Key Number. Start with "1" for the first project and number consecutively.

Title and Location. Title and location of project

Year Completed. Enter the year construction completed. If any of the construction projects are not complete, indicate the status in Brief Description of Project.

Project Owner. Project owner or user, such as a government agency, an institution, a corporation or private individual.

Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the construction services, who is very familiar with the project and the firm's (or firms') performance.

Point of Contract Telephone Number. Self-explanatory.

Brief Description of Project and Relevance to This Project. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this project.

TAB 4 – REFERENCES: Include at least two (2) References and no more than five (5) References within the last 10 years of projects with similar scope as listed in this RFP. The Project Manager and the key project members in the proposed project team must show relevant experience in five (5) referenced similar projects.

Information should include:

- Client Name, address, contact person, title, telephone and FAX numbers and E-mail addresses.
- Description of work.
- Involvement in project.
- Year the project was completed.
- Total cost of the project (include separate design cost and separate construction cost).

Use Attachment 3 Reference Form for this section.

TAB 5 – LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The proposer shall advise the amount of liability insurance you have.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

REQUIREMENTS AND METHOD OF SUBMITTAL

TAB 6 CITY REQUIRED FORMS – This checklist is provided to assist each Proposer in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

A. REQUIRED SUBMITTAL FORMS: Provide fully executed forms.

- ATTACHMENT 1:** Proposal Submittal Signature Form
- ATTACHMENT 2:** Statement of Organization
- ATTACHMENT 3:** References – Consultant is to contact the references and advise his/her references that the City will be sending an e-mail and reference form which needs to be completed and e-mailed back to the City in a timely fashion.
- ATTACHMENT 4:** Drug-Free Workplace
- ATTACHMENT 5:** Public Entity Crime Information
- ATTACHMENT 6:** Non-Collusive Affidavit
- ATTACHMENT 7:** Lobbying Certification
- ATTACHMENT 8:** Conflict of Interest Form
- ATTACHMENT 9:** Disclosure Form (Consultant/Engineer/Architect)
- ATTACHMENT 10:** Scrutinized Company Certificate
- ATTACHMENT 11:** Vendor’s Certification For E-Verify System

SAMPLE INSURANCE CERTIFICATE: Demonstrate your firm’s ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.

MBE/WBE/VBE: If claiming either Minority Business Enterprise/Women Business Enterprises/Veteran Business Enterprise, the Prime Firm (not sub-consultant) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.

YES, CLAIMING STATUS AS PRIME ONLY

YES, I’VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS FROM THE STATE OF FLORIDA AS OUTLINED SECTION 1.

NOT CLAIMING MBE/WBE /VBE

PLEASE INITIAL AND RETURN WITH YOUR PROPOSAL. _____
INITIALS

THIS PAGE MUST BE COMPLETED AND SUBMITT

B. METHOD OF SUBMITTAL:

1. **NUMBER OF SUBMITTAL PACKAGES:** One (1) original hard-copy **UNBOUND** (marked “**ORIGINAL**”) and signed in blue ink. **NUMBER OF COPIES:** SIX (6) hard copies **BOUND** (marked “**COPY**”).
(1 original + 6 copies = 7 total submittals).
2. **NUMBER OF PAGES:** The proposal **shall not exceed (19) pages (one-sided)** in length. **LETTER SIZE:** 8.5”x11”
/FONT SIZE: Calibri 11, PDF FORMAT.
3. **USB FLASH DRIVE:** One (1) electronic version in Portable Document Format (PDF) **on a USB Drive** containing the entire submittal. **CDs WILL NOT BE ACCEPTED.**

(The Title Page, City Required Forms, resumes and tabs do not count towards the TOTAL NUMBER OF PAGES).

- 1.1 When compiling a response, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; **do not use three ring binders of any kind**; and sections should be compiled in the sequence list above.
- 1.2 Place proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time.

4. SUBMIT TO:

City of North Port
Finance Department - Purchasing Division
Keith Raney, Contract Administrator II
4970 City Hall, 3 RD Floor, Suite 337
North Port, Florida 34286

RFP NO. 2023-07 FIRE STATION NO. 81 EXPANSION AND REMODEL – CONSTRUCTION MANAGER (CM) AT RISK

Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.

**ATTACHMENT 1
PROPOSAL SUBMITTAL SIGNATURE FORM**

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per Agreement, if the firm is awarded the Agreement by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Name _____

Telephone # _____ E-Mail _____ Fax # _____

Main Office Address _____

City _____ State _____ Zip Code _____

Address of Office Servicing City of North Port, if different than above: SAME AS ABOVE

Office Address _____

City _____ State _____ Zip Code _____

Telephone # _____ E-mail _____ Fax # _____

Name & Title of Firm Representative _____

Signature _____ Date _____

Do you accept Visa? YES NO

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 2

STATEMENT OF ORGANIZATION
(Information Sheet for Transactions and Conveyances Corporation Identification)

The following information will be provided to the City of North Port for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, and capitalization is exactly as registered with the state or federal government.

Name of Respondent: _____

DBA (if any): _____

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): _____

Business Address: _____

Phone: _____ Fax: _____

E-Mail _____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: _____ Yes or _____ No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

What kind of corporation is it: _____ "For Profit" or _____ "Not for Profit"

Is it in good standing: _____ Yes or _____ No

Authorized to transact business

in Florida: _____ Yes or _____ No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: _____ Yes or _____ No

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2022, by _____.

Notary Public – _____

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

ATTACHMENT 3
REFERENCES/CLIENT LISTING

Include at least two (2) References and no more than five (5) References within the last 10 years of projects with similar scope as listed in this RFP. The Project Manager and the key project members in the proposed project team must show relevant experience in five (5) referenced similar projects.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design (if known) _____ Construction: _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design (if known) _____ Construction: _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design (if known) _____ Construction: _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design (if known) _____ Construction: _____

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design (if known) _____ Construction: _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

**ATTACHMENT 4
DRUG FREE WORKPLACE FORM**

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

**ATTACHMENT 5
PUBLIC ENTITY CRIME INFORMATION**

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Respondent, _____, located at _____
City: _____ State: _____ Zip Code: _____, have read and understand the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this _____ day of _____ 2022, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

**ATTACHMENT 6
NON-COLLUSIVE AFFIDAVIT**

State of _____

City of _____

Before me, the undersigned authority, personally appeared:

_____ who, being first duly sworn, deposes and says that:

1. He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Respondent that has submitted the attached reply;

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;

3. Such reply is genuine and is not a collusive or sham reply;

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this _____ day of _____, 20_____.

By: _____

(Printed Name)

(Title)

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____ 2022, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

**ATTACHMENT 7
LOBBYING CERTIFICATION**

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

STATE OF _____

CITY OF _____

This _____ day _____ of 2022

_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), and that the vendor and any of its agents agree to have no contact or communication with, or discuss any matter related in any way to any active City of North Port solicitation, with any City of North Port elected officials, officers, their appointees or their agents or any other staff or outside individuals working with the city in respect to this request other than the designated Procurement Official Contact and to abide by the restrictions outlined in the General Terms and Conditions of the Solicitation. Technical questions directed to the project manager, is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any questions for bid, proposal, qualification and/or any other solicitations released by the city. To do so is grounds for immediate disqualification from the selection process. The selection process is not considered final until such a time as the Commission has made a final and conclusive determination.

(a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Commission in connection with the awarding of any City Contract.

(b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Commission or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L “Disclosure Form to Report Lobbying”, in accordance with its instructions.

Signed, sealed and delivered this _____ day of _____, 2022.

By: _____

(Printed Name)

(Title)

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of _____ 2022, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

**ATTACHMENT 8
CONFLICT OF INTEREST FORM**

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

None Of The Above

PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 9

**DISCLOSURE FORM FOR
CONSULTANT/ENGINEER/ARCHITECT**

Please select (only) one of the following three options:

___ Our firm has no actual, potential, or reasonably perceived, **financial*** or **other interest**** in the outcome of the project.

___ Our firm has a potential or reasonably perceived **financial*** or **other interest**** in the outcome of the project as described here: _____.

___ Our firm proposes to mitigate the potential or perceived conflict according to the following plan:

_____.

___ Our firm has an actual **financial*** or **other interest**** in the outcome of the project as described here:

_____.

***What does “financial interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to receive or lose private income depending on the government business choices based on your firm’s findings and recommendations, this must be listed as a financial interest. An example would be ownership in physical assets affected by the government business choices related to this project. The possibility of contracting for further consulting services is not included in this definition and is not prohibited.

****What does “other interest” mean?**

If your firm, or employee of your firm working on the project (or a member of the employee’s household), will/may be perceived to have political, legal or any other interests that will affect what goes into your firm’s findings and recommendations, or will be/may be perceived to be affected by the government business choices related to this project, this must be listed as another interest.

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

ATTACHMENT 10
Scrutinized Company Certification Form

Company Name: _____			
Authorized Representative Name and Title: _____			
Address: _____	City: _____	State: _____	ZIP: _____
Phone Number: _____	Email Address: _____		

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

____ This bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

____ This bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.	
Certified By: _____	
AUTHORIZED REPRESENTATIVE SIGNATURE	
Print Name and Title: _____	
Date Certified: _____	

Solicitation/Contract/PO Number (Completed by Purchasing): _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

ATTACHMENT 11
VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF _____
CITY OF _____

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the City of North Port (City) to provide labor, supplies, or services to the City in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify System of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons, including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the City.
3. If the Vendor becomes the successful Contractor who enters into a contract with the City, then the Vendor will comply with the requirements of Section 448.095, Fla. Stat. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 United States Code, Section 1324A(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that failure to comply with the state law requirements can result in the City's termination of the contract and other penalties as provided by law.

VENDOR: _____ (Vendor's Company Name)

_____ (Vendor signature)
_____ (Vendor's name printed)
_____ (Title)

Sworn to and subscribed before me by means of ___physical presence or ___online notarization, this ____ day of _____, 2022, by _____, as _____.

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

END OF PART IV



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



September 26, 2022
ADDENDUM 1

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2023-07 Fire Station #81 Expansion and Remodel CM@Risk Pre Proposal Meeting -Non-Mandatory

DUE DATE OCTOBER 20, 2022 AT 2:00 P.M.

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Non Mandatory Pre-Proposal Meeting has been changed from 9/27/22 to 10/5/22.

NON-MANDATORY PRE-PROPOSAL MEETING: OCTOBER 5, 2022 AT 2:00 PM
4970 CITY HALL BOULEVARD, ROOM 337a, NORTH PORT, FLORIDA 34286
SITE VISIT TO FOLLOW

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney,
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 1 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.1



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



October 5, 2022
ADDENDUM 2

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2023-07 Fire Station #81 Expansion and Remodel CM@Risk

DUE DATE ~~OCTOBER 20, 2022 AT 2:00 P.M.~~ November 3, 2022 at 2:00 PM.

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Non Mandatory Pre-Proposal Meeting has been postponed till a later date.

Due Date changed now is November 3, 2022 at 2:00 PM.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney,
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.2



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



October 11, 2022
ADDENDUM 3

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2023-07 Fire Station #81 Expansion and Remodel CM@Risk

DUE DATE: November 3, 2022 at 2:00 PM.

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Statement 1: Federal Clauses have been added to this solicitation. Please review Section 3 starting on Page 21.

Statement 2: NON-MANDATORY PRE-PROPOSAL MEETING: OCTOBER 21, 2022 AT 9:00 AM
4970 CITY HALL BOULEVARD, ROOM 337a, NORTH PORT, FLORIDA 34286
SITE VISIT TO FOLLOW

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney,
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 3 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.3



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Email: purchasing@cityofnorthport.com



October 18, 2022
ADDENDUM 4

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2023-07 Fire Station #81 Expansion and Remodel CM@Risk

DUE DATE: November 3, 2022 at 2:00 PM.

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~strikethroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Statement 1: NON-MANDATORY PRE-PROPOSAL MEETING: OCTOBER 25, 2022 AT 10:00 AM
4970 CITY HALL BOULEVARD, ROOM 337a, NORTH PORT, FLORIDA 34286
SITE VISIT TO FOLLOW

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney,
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 4 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.4



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NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



October 25, 2022
ADDENDUM 5

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2023-07 Fire Station #81 Expansion and Remodel CM@Risk

DUE DATE: November 3, 2022 at 2:00 PM.

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Please fill out required Federal Forms attached t this addendum and turn them in with your bid submittal.

Sign in Sheet Attached

1Q: Is the existing building hardend?

1A: Yes, but not to the requirements of a critical building today.

2Q: Can we get a copy of the plans?

2A: These plans are not final and do not include the recent hurricane damage. Please see plans sent with this addendum.

3Q: Who did the design?

3A:Schenkel & Shultz, Inc.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney,
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7103
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Receipt of Addendum No. 5 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.5



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Email: purchasing@cityofnorthport.com



October 28, 2022
ADDENDUM 6

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2023-07 Fire Station #81 Expansion and Remodel CM@Risk

DUE DATE November 3, 2022 at 2:00 PM.

Bidders are hereby notified that this addendum shall be made part of the above-named bid and contract documents. The following changes to the above bid are issued to modify, and/or clarify the bid and contract documents (the deletions are as ~~striketroughs~~ and additions as underlined). These items shall have the same force and effect as the original documents, and bids to be submitted on the specified date shall conform with the additions, deletions and revisions as listed herein.

Davis Bacon is not applicable for this project.

Firms are required to acknowledge receipt of this addendum on their proposal forms. All other terms and conditions of the original proposal and contract documents remain the same.

Keith Raney

Keith Raney,
Contract Administrator II
Finance Department/Purchasing Division
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North Port, Florida 34286
Tel: 941.429.7103
Fax: 941.429.7173
E-mail: kraney@cityofnorthport.com

Receipt of Addendum No. 6 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.6