



City of North Port
Purchasing
4970 City Hall Boulevard
North Port, Florida 34286
Phone: (941) 429-7170

AUGUST 12, 2019

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2020-06: SUPPLY AND INSTALL PLAYGROUND EQUIPMENT, SHADE COVER AND FALL ZONE MATERIAL AT BUTLER PARK

RFP DUE DATE: 2:00 PM, AUGUST 20, 2019

ADDENDUM NO. 1

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

QUESTIONS/ANSWERS:

QUESTION #1: Is a CAD file/drawing available for the site plan.

ANSWER #1: Yes, see attached Site Plan drawing, Sheet C-7, dated April 2019 (1 page), and the Butler Parking Lot CAD drawing (1 page).

QUESTION #2: Can one permit be used to cover both the installation of the playground equipment and shade structure?

ANSWER #2: Yes, one permit may be used to cover the installation of the playground equipment and shade structure providing the Contractor is responsible for both the equipment and shade structure installation. If these work activities are performed by different Contractors/Sub-Contractors, then two (2) permits will be required.

QUESTION #3: Can some integrated shade/sails be incorporated into the design?

ANSWER #3: Yes, providing the overall shade coverage including the stand-alone shade cover is no less than fifty percent (50%) of the playground square footage. The City's preference is to utilize stand-alone shade structure(s). The design may include multiple shade covers/sails to achieve the minimum coverage requirement.

QUESTION #4: Are there any additional requirements the City has regarding the seating/benches requested in the RFP?

ANSWER #4: The preference is to have these seating areas in the shade. No quantity requirements have been established.

QUESTION #5: What is the number of benches the City wants at the site, and do the benches need to be in the shade (it is all about price)?

ANSWER #5: The preference is to have these seating areas in the shade. No quantity requirements have been established.

QUESTION #6: Are there any additional requirements the City has regarding the swings?

ANSWER #6: No, however, the composition of the swings may incorporate more than one type of swing in a set. I.E. the bays of the swing set may include various types such as toddler, ADA compliant, and adult/child swing. Additionally, the swings can be located in one area of the playground space.

QUESTION #7: Can there be some open/“dead” space in the playground design?

ANSWER #7: The City’s preference is that the playground equipment fills the space in the most effective way to maximize play value. However, some open space may be included to allow for future expansion or installations.

QUESTION #8: Is the Contractor responsible for hauling away and proper disposal of the extra dirt removed during grading, footer installations, or other work activities?

ANSWER #8: Haul off and proper disposal of dirt, soils, building materials, and all other debris shall be the responsibility of the contractor.

QUESTION #9: Can the City clarify what is meant by “Drainage Materials” as specified in the first paragraph of the Scope of Project found on page 24 of the RFP?

ANSWER #9: The Contractor shall grade the project site sufficiently and install geotextile fabric to maximize the drainage efficiency of the playground area. If in your firm’s opinion additional drainage materials or work is required this information should be detailed in the proposal for the City’s consideration.

QUESTION #10: Are landing mats required in this scope of work?

ANSWER #10: Landing mats are to be included in the proposed design only if required to be in compliance with all applicable ADA, CPSC, ASTM, IPEMA requirements, and Federal, State, and local regulations.

QUESTION #11: Is a sidewalk installation included in the scope of work to access the playground?

ANSWER #11: No.

QUESTION #12: What are the acceptable fence materials required for security?

ANSWER #12: A 6’ high construction fence encompassing the perimeter of the entire construction site including equipment and materials must be installed.

QUESTION #13: Is silt fencing for erosion control required? Are there any other erosion control requirements for this project?

ANSWER #13: Yes. Erosion control is required on all construction sites as well as compliance with the City’s BMP policy. These items are covered during the permitting process.

QUESTION #14: We are finding out through our manufacturers that due to the size of the structure we need to provide, an easy-off system is not available due to engineering limitations. The engineering on the mechanism will not support a shade that size. 1100 square feet is the max for shade size. This is a standard in the industry. How would you like us to proceed?

ANSWER #14: As noted, 50% of the playground must be covered in shade. The City prefers easy off systems or similar mechanisms that limit staff and time required for removal. Multiple structures can be proposed to provide the shade cover requested.

QUESTION #15: We determined that (3) Palm Trees need to be removed from the playground site. Do the Palm trees have to be relocated on site or can the contractor discard them? Does the contractor have to replace them?

ANSWER #15: If trees are removed, new trees will need to be planted to replace the removed trees. The trees installed to replace the removed trees must be in compliance with the City's current tree ordinance(s) and approved by the City.

QUESTION #16: Site elevation is an issue due to the slope. The slope is about 16 to 18 inches from one end to the other. There are several options available:

- A. Does the contractor bring in topsoil to even out the slope? Will the city provide the topsoil since there was so much at the site?
- B. Can the contractor excavate the area that is high and move the dirt to the lower end to level the play area? As a result of the excavation, the border timbers around the excavated area will be below grade about 8".

ANSWER #16: Options A and B above are both acceptable approaches to the project. The City may have topsoil to provide to the contractor, however, this is not certain as the future playground site is adjacent to the active construction site for the Aquatic Center parking lot. As a result, the elevations of the playground area may have some changes as the aquatic center is completed.

QUESTION #17: I have attached a site plan of the proposed site. Does the City agree with this location?

ANSWER #17: The document provided does not include reference points to the overall site. Please see the attached site plan (Kimley Horn, Sheet C-7, dated April 2019). The playground must be installed completely within the "Future Playground Location" as indicated.

CLARIFICATIONS/REVISIONS:

On page 27 of RFP 2020-06, under the "Assembly/Installation and Inspection" section the height of the security fence is hereby amended to 6' tall.

"Notwithstanding any permitting requirements, the Contractor will supply and install a temporary security fence, a minimum of ~~4'~~ six feet (6') tall, around the construction site during the entire installation process."

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

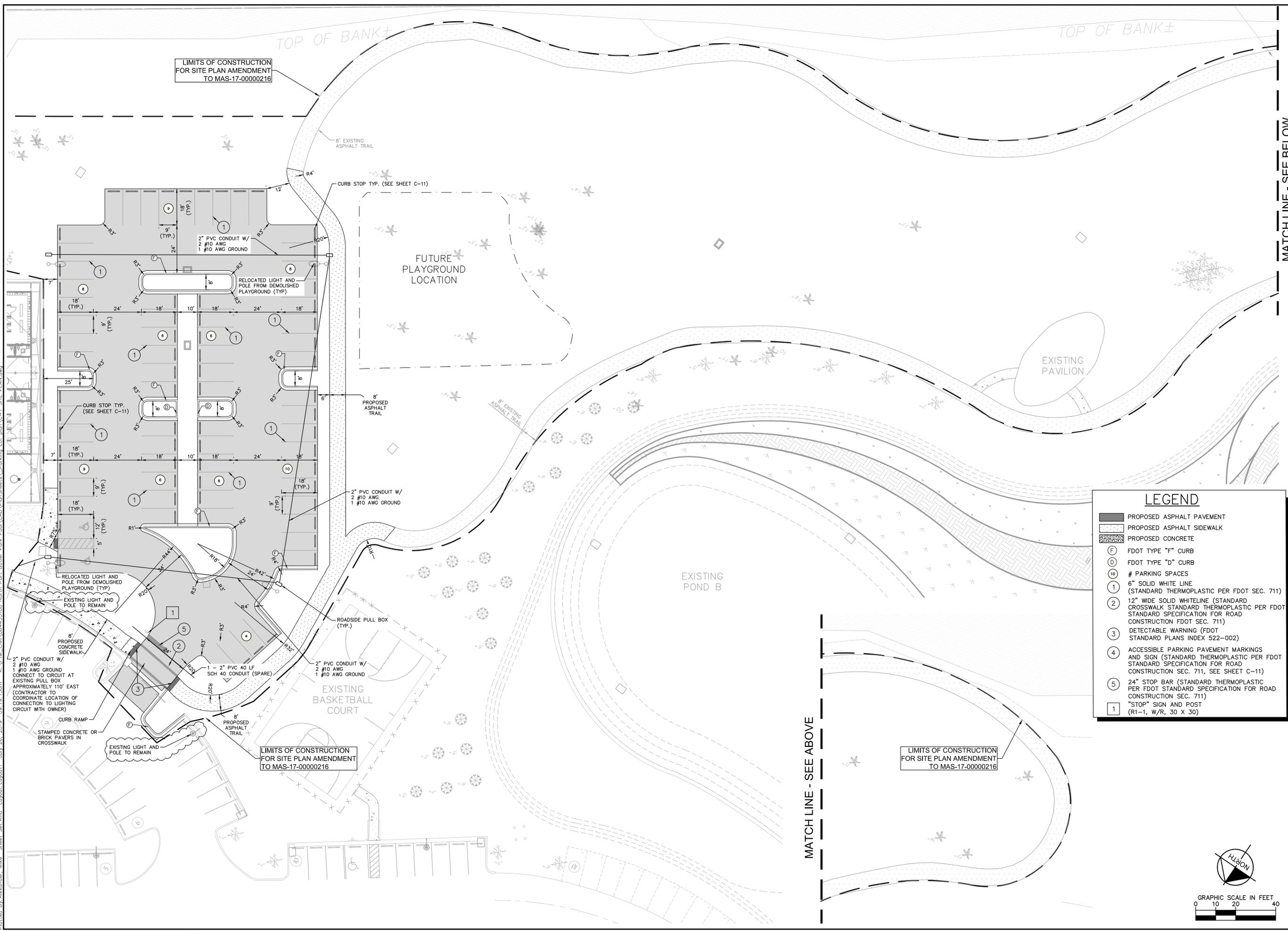
Justin M. Daly

Justin Daly
Contract Administrator I
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7102
Fax: 941.429.7173
E-mail: jdaly@cityofnorthport.com

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

End of Addendum No. 1

Plotfile: By: Alexander, Mike Sheet: Set: Kna Layout: Layout1 July 26, 2019 09:19:13am K:\FTM\Civil\06445100_North Port Butler Park Pool\CAD\PlanSheets\Parking Lot_plan\C-7_SITE_PLAN.dwg



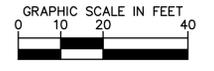
LIMITS OF CONSTRUCTION FOR SITE PLAN AMENDMENT TO MAS-17-00000216

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LIMITS OF CONSTRUCTION FOR SITE PLAN AMENDMENT TO MAS-17-00000216

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED ASPHALT SIDEWALK
- PROPOSED CONCRETE
- FDOT TYPE "F" CURB
- FDOT TYPE "D" CURB
- # PARKING SPACES
- 6" SOLID WHITE LINE (STANDARD THERMOPLASTIC PER FDOT SEC. 711)
- 12" WIDE SOLID WHITELINE (STANDARD CROSSWALK STANDARD THERMOPLASTIC PER FDOT STANDARD SPECIFICATION FOR ROAD CONSTRUCTION FDOT SEC. 711)
- DETECTABLE WARNING (FDOT STANDARD PLANS INDEX 522-002)
- ACCESSIBLE PARKING PAVEMENT MARKINGS AND SIGN (STANDARD THERMOPLASTIC PER FDOT STANDARD SPECIFICATION FOR ROAD CONSTRUCTION SEC. 711, SEE SHEET C-11)
- 24" STOP BAR (STANDARD THERMOPLASTIC PER FDOT STANDARD SPECIFICATION FOR ROAD CONSTRUCTION SEC. 711)
- "STOP" SIGN AND POST (R1-1, W/R, 30 X 30)



MATCH LINE - SEE BELOW

MATCH LINE - SEE ABOVE

LICENSED PROFESSIONAL

PETER T. VAN BUSKIRK, P.E.

FLORIDA LICENSE NUMBER 36859

DATE:

MATCH LINE - SEE BELOW

LICENSED PROFESSIONAL

PETER T. VAN BUSKIRK, P.E.

FLORIDA LICENSE NUMBER 36859

DATE:

BUTLER PARK AQUATIC CENTER
CITY OF NORTH PORT, FL

SITE PLAN

Scale: AS SHOWN
Designed by: MCH
Drawn by: KWS
Checked by: DP
Date: APRIL 2019
Project No. 48285014

SHEET
C-7

Kimley-Horn
2201 West Royal Lakes, Suite 275, Irving, Texas 75063
PHONE: 214-420-5600 FAX: 214-420-5680
FLORIDA REGISTERED ENGINEERING FIRM 698
FLORIDA REGISTERED LANDSCAPE ARCHITECTURE FIRM LC-C000219
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G1E-23.004, F.A.C.

(PROPOSED 200' EXTENSION R/W)

MYAKKAHATCHEE CREEK

MYAKKAHATCHEE

TOE OF SLOPE ±

TOE OF SLOPE ±

NORTHWESTERLY RIGHT-OF-WAY LINE OF MYAKKAHATCHEE CREEK
OP OF BANK ±

TOP OF BANK ±

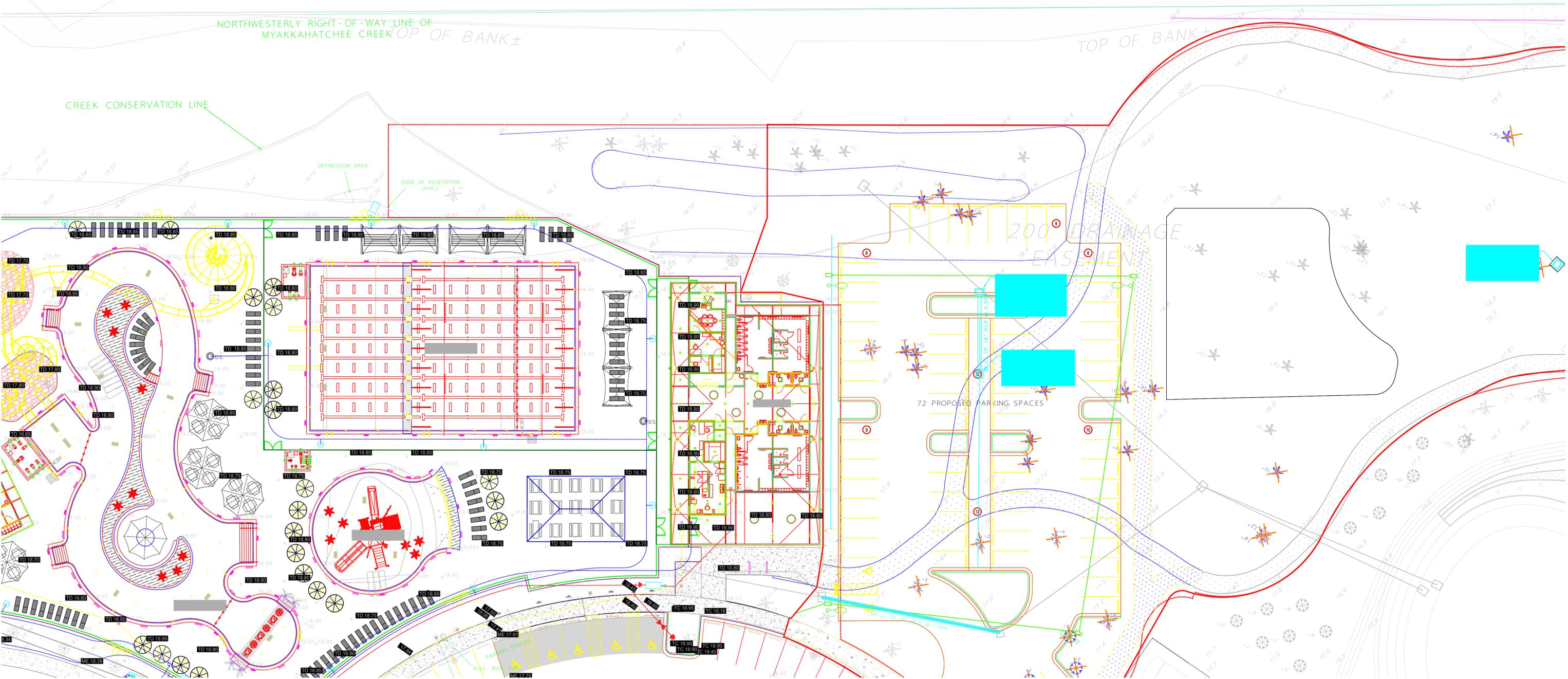
CREEK CONSERVATION LINE

DEPRESSION AREA

EDGE OF VEGETATION (TYP.)

200' DRAINAGE EASEMENT

72 PROPOSED PARKING SPACES



City of North Port



**SUPPLY AND INSTALL PLAYGROUND EQUIPMENT, SHADE COVER
AND FALL ZONE MATERIAL AT BUTLER PARK**

Request for Proposal No. 2020-06

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

REQUEST FOR PROPOSAL
CITY OF NORTH PORT, FLORIDA

Notice is hereby given that the City of North Port will receive sealed proposals from legal entities authorized to do business in Florida at the City of North Port Finance Department, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, for

RFP NO. 2020-06
SUPPLY AND INSTALL PLAYGROUND EQUIPMENT, SHADE COVER, AND FALL ZONE MATERIAL AT BUTLER PARK

It is the intent of the City of North Port to select an experienced and qualified Contractor to **Supply and Install Playground Equipment, Shade Cover, and Fall Zone Material at Butler Park** for the City of North Port, FL.

NON-MANDATORY PRE-PROPOSAL MEETING: JULY 31, 2019 AT 10:00 AM
4970 CITY HALL BOULEVARD, ROOM 302, NORTH PORT, FL 34286

All potential Proposers are recommended to attend the non-mandatory pre-proposal meeting. The purpose of the pre-proposal meeting is to provide a briefing on the City's expectations and performance requirements for submission of proposal documents. A site visit will follow the pre-proposal meeting and proposers may visit the project site(s) independently.

PROPOSAL DUE DATE:
AUGUST 20, 2019 AT 2:00 P.M.

Proposals may be mailed or hand delivered to Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, **NO LATER THAN 2:00 PM ON AUGUST 20, 2019**. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE OPENED AND REJECTED.

COMMITTEE MEETING FOR EVALUATION AND RANKING (OPEN TO PUBLIC)
SEPTEMBER 12, 2019 AT 1:00 PM
4970 CITY HALL BOULEVARD, ROOM 244, NORTH PORT, FL 34286

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.cityofnorthport.com. Proposal documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/> and may be obtained by choosing Purchasing from the drop down menu; 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 Justin Daly, Contract Administrator I at 941-429-7102. Requests for additional information or clarification must be submitted in writing via facsimile to (941) 429-7173 or emailed to purchasing@cityofnorthport.com. 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 **AUGUST 13, 2019 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: JULY 19, 2019
www.cityofnorthport.com
www.demandstar.com

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

TABLE OF CONTENTS

Legal Notice.....2

Non-Submittal Response Page.....4

PART I. General Instructions.....5

PART II. Scope of Services.....24

PART III. Evaluation of Proposals.....29

PART IV. Rules, Instructions and City Required Forms for Preparing Proposal.....33

PART V. “Sample” Agreement Document.....54

ATTACHMENTS:

- A. Site Plan (1 page, Sheet: C6, dated April 2019)**

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form as indicated below.

We the undersigned have declined to submit a proposal on the requested service for **RFP No. 2020-06 SUPPLY AND INSTALL PLAYGROUND EQUIPMENT, SHADE COVER, AND FALL ZONE MATERIAL AT BUTLER PARK** 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 emailed or faxed in to the Purchasing Division at purchasing@cityofnorthport.com or 941-429-7173.

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park*

PART I – GENERAL INSTRUCTIONS

1. PURPOSE:

The City of North Port, (hereinafter “City”) is requesting proposals to design, supply and install playground equipment, shade cover that provides shade to no less than fifty percent (50%) of the playground square footage, and fall zone material in for Butler Park.

The City will accept proposals for the entire project only. The City encourages companies that would like to submit a proposal for a part of the project (shade structure for example) to work with other companies to provide those portions of the project to submit a complete response for the entire project.

- 2. BACKGROUND:** The City of North Port is a political subdivision of the State of Florida located in the southernmost part of Sarasota County. The City includes just over 100 square miles of area and its population has doubled during the last decade currently surpassing 70,000 people and is still largely undeveloped. North Port is the 3rd largest City in land mass in the State and is the largest municipality by population in Sarasota County. The City is managed under a Commission-City Manager form of government. The legislative and governing body of the City is a five (5) member Commission led by a Mayor. Each Commissioner is elected to a four (4) year staggered term with a limit of two (2) consecutive terms. Information regarding City Commission can be found on the City’s web site.

The City of North Port provides a range of municipal services. The public safety operation includes police and fire protection, as well as building inspections, code enforcement, and zoning. Recreational services include neighborhood parks, skate park facility, three (3) community centers, various athletic fields/complexes, and an aquatic center currently under construction. Public Works provides essential street and highway maintenance, signalization, landscape maintenance, and solid waste collection. Water and sewer utilities provide water and sewer service and reclaimed water for irrigation. Other services provided include planning, engineering, community development and general administrative services.

- 3. CONTRACT AWARD/TERM:** The City anticipates entering into one (1) Agreement with one (1) Contractor who submits a 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 an agreement.

- 4. 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.

5. DEFINITIONS:

ADDENDUM or ADDENDA: A written change, addition, alteration, correction, or revision to a bid, proposal, or agreement document. Addendum/addenda may be issued following a pre-bid/pre-proposal meeting or as a result of a specification or work-scope change to the project.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

AGREEMENT or CONTRACT: Shall refer to the Agreement that may result from this Request for Proposal, and the Solicitation Package, Submittal Package, Performance/Payment Bonds, Certificate(s) of Insurance, Corporate Resolution, and all other documentation relating to the resulting Agreement. It will be in standard form for signatures by both Parties.

CITY: The City of North Port, Florida, or its City Commission, or City Manager or his Designee, as applicable.

CONTRACTOR: The responsive and responsible Proposer to whom the City, based on the City's evaluation and determination, makes an award.

DUE DATE AND TIME: The due date and time listed in the Notice of Availability and Timetable of this Solicitation.

PROPOSAL/REPLY/SUBMITTAL PACKAGE: The complete response of the Proposer to the RFP, including properly completed forms and supporting documentation.

PROPOSER or FIRM: One who submits a Proposal or Reply or Submittal Package to this Request for Proposal directly to City, as distinct from a sub-contractor who submits a proposal, quote, or bid to the Proposer. The Proposer or Firm shall possess the full capability, including financial and technical, to perform as contractually required.

PROPOSAL FORMS: The forms required to be submitted in accordance with this Request for Proposal.

REQUEST FOR PROPOSAL or RFP or SOLICITATION: Shall mean this Request for Proposal and no others, including all exhibits, attachments and addendums as approved by the City, and amendments or change orders issued by the City's Purchasing Division.

RESPONSIVE PROPOSAL or RESPONSIVE REPLY or RESPONSIVE SUBMITTAL: Shall mean a reply submitted by a Proposer which conforms in all material respects to the Request for Proposal.

RESPONSIBLE RESPONDENT: A Proposer that the City has determined has the capability in all respects to fully perform the agreement requirements and has the integrity and reliability which will assure good faith performance. The City reserves the right to reject any Submittal Package by a Proposer who has previously failed to perform properly or to complete on time, previous contracts with the City. Such a rejected Submittal Package shall preclude the Proposer from being considered a responsible respondent.

SPECIFICATIONS: 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.

SUBCONTRACTOR: Refers to any person, firm, entity, or organization, other than the employees of the Contractor, who contract with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to be provided by the Contractor in relation to this Request for Proposal, whether directly or indirectly, on behalf of the Contractor.

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

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06*

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

WORK or SCOPE OF WORK or SERVICE or PROGRAM or PROJECT: These terms shall refer to all matters and things that will be required to be done by the Contractor in accordance with the entirety of the scope of work required by this Request for Proposal, including all terms and conditions.

6. **INQUIRIES:** The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP to the Purchasing fax number at (941) 429-7173 or the Purchasing e-mail address at Purchasing@cityofnorthport.com. The City will respond to written, e-mailed or faxed, inquiries received at least five (5) working days prior to the RFP due date. The last day for questions is **AUGUST 13, 2019 at 2:00 p.m.**

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through DemandStar's website at www.demandstar.com. It shall be the responsibility of the Proposer, prior to submitting their proposal, to review the addenda on the DemandStar website and/or contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

7. **PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held on **JULY 31, 2019 @ 10:00 AM** at 4970 City Hall Boulevard, Suite 302, North Port, Florida 34286. **All potential Proposers are recommended to attend the non-mandatory pre-proposal meeting. The purpose of the pre-proposal meeting is to provide a briefing on the City's expectations and performance requirements for submission of proposal documents. A site visit will follow the pre-proposal meeting and proposers may visit the project site(s) independently.**
8. **PROPOSAL SUBMISSION AND WITHDRAWAL:** The City will receive **SEALED** proposals at the following address and clearly marked on the outside: **RFP NO. 2020-06 SUPPLY AND INSTALL PLAYGROUND EQUIPMENT, SHADE COVER, FALL ZONE MATERIAL AT BUTLER PARK** addressed to:

*City of North Port
Finance Department
Justin Daly, Contract Administrator I
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286*

Proposals received after the established deadline will not be opened, and will be rejected. 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 goods and/or 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 (30) or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

9. **PRESENTATIONS/DISCUSSIONS:** The Evaluation Committee **may** conduct presentations/discussions. If only one Firm submits a Proposal, the City reserves the right to reject all Proposals and to negotiate with any responsible provider to secure the best terms and conditions that are in the best interest of the City. 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 interviews/presentations are closed to the public per Chapter 286, as amended, of the Florida Statutes.
10. **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.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

A. MISTAKES IN SUBMITTAL PACKAGE:

- 1) Correction of mistakes or withdrawal of a submittal package after the established due date and time will not be allowed.
- 2) All corrections, which are prior to the established due date and time, to hard copy submittal packages shall be initialed by the Proposer. Failure to initial may cause the submittal package to be rejected in its entirety.
- 3) **Mistakes in unit prices shall not be corrected.**
- 4) Unit prices shall prevail in the event of an error in the Proposer's submittal package.
- 5) MINOR INFORMALITIES. Minor informalities are matters of form rather than material substance from the solicitation, or non-material mistakes that can be waived or corrected without prejudice to other Proposers.
- 6) Material substance is defined as any portion of a Proposer's response that materially affects the submittal package, which includes but is not limited to, the effect on price, quantity, quality, manufacturer, product, delivery, specifications, or contractual conditions and shall not be considered a minor informality.

B. PRICE SCHEDULE:

Submission of a Responsive Proposal certifies that the Proposer submitted line items generated from the forms provided by the City. If any errors have been made by the Proposer in preparing the Price Schedule, the Proposer hereby consents that such errors will be applied by the City in the manner most beneficial to the City.

The Proposal should provide a total itemized list, including unit prices of the components, materials, labor, and equipment proposed for the supply and installation of the Butler Park playground equipment. Attach additional pages as needed to provide the unit prices, which will not count towards the total page count. However, the total not to exceed lump sum amount must be provided on the Price Schedule Form contained herein. The Proposal should provide the total calendar days to supply and install all playground equipment from receipt of written Notice to Proceed by the City. Time is of the essence for completion of this project.

11. 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 Proposer 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**".

12. 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

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06**

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

Vendor 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.”

- 13. MINORITY, WOMEN and VETERAN OWNED BUSINESS ENTERPRISE (MBE/WBE/VBE):** MBE/WBE/VBEs are encouraged to participate in the reply process. All MBE/WBE/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 Contractor/Contractor to claim MBE/WBE/VBE status.
- 14. REGULATIONS:** Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.
- 15. 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 Contractor thirty (30) calendar days written notice by certified mail.
- 16. 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.
- 17. RESERVED RIGHTS:** The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, 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.
- 18. 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.
- 19. PERFORMANCE EVALUATION:** At the end of the Agreement, the receiving department will evaluate the successful Proposer’s performance. This evaluation will become public record.
- 20. PAYMENTS:** The City shall pay the Contractor 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 Contractor’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 Contractor 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

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06**

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

those specific services. The Contractor's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements. Invoices for payment shall be submitted on a regular basis.

21. TAXES: City of North Port is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

22. INSURANCE REQUIREMENTS: The Contractor(s) shall be required to supply, at their cost, the following minimum insurance coverage:

A. Before performing any contract work, Contractor shall procure and maintain during the life of the Agreement 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 Contractor.

i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease. Or, Worker's Compensation Exemption (notarized affidavit) for a one-person operation.

ii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.

iii. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.

iv. **General requirements:** The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability Policy, and the Commercial Auto Policy. 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 Agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor 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 Contractor's responsibility to provide notice to the CITY.

B. **WAIVER OF SUBROGATION:** All required insurance policies, with the exception of Workers Compensation and Professional Liability, 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 Contractor for the CITY. It is the Contractor's

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, 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 Contractor or its agents may be responsible for.

C. POLICY FORM

i. All policies required by this Contract, with the exception of Workers Compensation and Professional Liability, 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 Contact. 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 Contractor, shall be provided by or on behalf of all subContractors to cover their operations performed under this Contract. The Contractor 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 Contractor 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 Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor'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 Contractor and its carrier.

vi. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement 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. CONTRACTOR'S insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. CONTRACTOR is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance 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 Contractor agrees to purchase the extended

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

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 Contractor 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 Contractor's insurance company and the CITY's Purchasing Office as soon as practicable after notice to the insured.

x. The Certificate of Insurance must include the following:

In the "Description of Operations/Special Provisions" section - "City of North Port is named as an additional insured, as their interests may appear on Commercial General Liability and Commercial Auto Policy."

In the "Certificate Holder" section

City of North Port
4970 City Hall Boulevard
North Port, FL 34286

Proposers should carefully review their existing insurances and consider their ability to meet these requirements prior to submission. The requirements should be forwarded to their agent, broker, and insurance providers for review.

23. INDEMNITY:

A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (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), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

B. THE CITY SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY SHALL PROMPTLY NOTIFY THE CONTRACTOR 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.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

C. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES 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 WILL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'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).

D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.

E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

F. FURTHER, THE CONTRACTOR SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

24. CONFLICTS OF INTEREST – CONTRACTING WITH 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.

25. 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.

26. 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 Contractor 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."

27. 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.

28. 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

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

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.

29. 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.

30. CHANGES IN THE WORK: The City, without invalidating the Agreement, may order extra work or make changes by altering, adding to or deducting from the work, the Agreement sum being adjusted accordingly. Such work shall be executed under the conditions of the original Agreement. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of this Agreement. In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City; and no claim for an addition to the Agreement sum shall be valid, unless ordered. Value of any such extra work or change shall be determined in one or more of the following ways:

- By estimate and acceptance in a lump sum.
- By unit prices named in the Agreement, Fee Schedule, or subsequently agreed upon.
- By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he/she receives an order as above, shall proceed with the work. In such case and also under case, he/she shall keep amendment in such form as the City may direct, a correct amount of the net cost of labor and materials, together with vouchers. The City shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made. When requiring a change in the scope of services the Contractor shall notify the City by written notice that a change order is requested within five (5) days of any occurrence.

31. CHANGE ORDERS AND AMENDMENTS:

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.

No change order or amendment will be allowed without written approval from the Parks and Recreation Project Manager, Parks and Recreation Director, Purchasing Manager, Finance Director, and City Manager.

Change order and/or amendment requests are to be submitted to the City's Project Manager and must include a complete breakdown and documentation of costs (in accordance with Proposal prices). Change orders will be granted, if an error occurred, the City requests additional items or an unforeseen condition, or an uncontrollable event arises.

The approval process for change orders and amendments is as follows: Contractor initiates and provides written justification with back-up documentation to the City's Project Manager who will process and request approval from the Department Director, Purchasing Manager, Finance Director and the City Manager. Approval of a written

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06**

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

Change Order and/or Amendment is needed prior to commencement of work. Any change in the scope of services requires Commission approval of the amendment to the Agreement.

The Contractor fully understands the City's change order and amendment policy. In the event the Contractor begins work on unauthorized changes to the scope of services prior to receiving a signed change order or amendment by the City's appropriate level of authority, they do so at their own expense and risk of not being compensated by the City for performing unauthorized work.

Changes in the Work: In giving instructions, the City shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency (as defined in City Code, section 2-408), where immediate action is required to mitigate costs and/or avoid delays, no extra work or change shall be made without a City authorized and executed written change order or amendment.

When requiring a change to the scope of services, and within five days of such need, the Contractor shall notify the City by written notice that a change order or amendment is requested.

- 32. 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.

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 Proposal 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 Proposal 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 Proposal submittal as exempt from public disclosure, Proposer 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 your designation of material as exempt from public disclosure.

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park*

33. PUBLIC RECORDS: In accordance with Florida Statutes §119.0701, Contractor shall comply with all public records laws, and shall specifically:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

1. 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/>).

2. "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.

B. 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.

C. 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.

D. 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 Contractor shall meet all applicable requirements for retaining public records.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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@cityofnorthport.com.

F. 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.

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

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

- A. Any portion of any meeting(s) at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.
- B. Any portion of a team meeting at which negotiation strategies are discussed is exempt from Florida Statutes, section 286.001 and section 24(b), Art. I of the State Constitution.

The statute provides that a complete recording shall be made of any portion of an exempt meeting, and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are also exempt from Florida Statutes, section 119.07(1) and section 24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision or until 30-days after opening of the bids, proposals or final replies, whichever occurs 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.

If the City rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from Florida Statutes, section 119.07(1) and section 24(a), Art. I of the State Constitution, until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation or until the City withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies.

35. 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.

36. NON-EXCLUSIVITY: No guarantee of certain services, volume of work, or quantity of projects is implied. This Contract does not entitle any Contractor to exclusive rights to North Port contracts. The City reserves the right to acquire professional services from other Contractors or perform “in-house” services for any purpose as it deems appropriate. The City may, in its sole discretion, procure the services of any Contractors at any time for any project other than those selected.

37. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes, Section 287.135(5), 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 provide by the CITY, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06*

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

- B. As required by Florida Statutes, Section 287.135(5), 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 Florida Statutes, Section 215.4725, 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 Florida Statutes, Section 215.473; 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 Agreement terms and the CITY may terminate the Agreement
 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 Agreement, 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.
- 38. JOINT VENTURES:** The joint venture must be in place at the time of submittal. Contractors 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 Contractor will take the lead as point of contact and awardee; how you work it out with your partnering Contractor is up to you. The City contract is with one entity, and one check is issued.
- 39. SUB-CONTRACTORS:** A Sub-Contractor is an individual or Contractor contracted by the Contractor or Contractor's Contractor to assist in the performance of services required under this RFP. A Sub-Contractor(s) shall be paid through Contractor and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this RFP. **Contractor must clearly reflect in its Proposal all Sub-Contractor(s) to be utilized in the performance of required services and provide copies of the applicable licenses their Sub-Contractor(s) maintain.** The City retains the right to accept or reject any Sub-Contractor proposed in the response of Successful Contractor(s) or prior to contract execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the successful Contractor and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Contract. Neither Successful Contractor nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this RFP.

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park*

Contractors shall include in their responses the requested Sub-Contractor information and include all relevant information required of the Contractor. In addition, within five (5) working days after the identification of the award to the successful Contractor(s), the Contractor shall provide a list confirming the Sub-Contractor(s) that the Successful Contractor 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-Contractor, the services Sub-Contractor will provide relative to any contract that may result from this RFP, Sub-Contractors hourly rates or fees, any applicable licenses, certifications, references, ownership, and other information required of Contractor.

Source of Supply and Subcontractors: Contractors must complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the Submittal Package. If Proposer does not have a source of supply or subcontractor, insert "to be determined" or, if not applicable, insert "N/A". When source or subcontractor is determined, selection will be subject to City approval.

- 40. 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.
- 41. 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 Contractor. 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.
- 42. 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 Contractor shall file all documents necessary to support its Proposal and shall include them with its Proposal. Contractors shall be responsible for the actual delivery of Responses during business hours to the exact address indicated on the cover and in the RFP.
- 43. DUE DILIGENCE:** Prior to the submission of a Proposal, Proposer shall examine the documents, visit the site of the work, and fully inform themselves as to all existing conditions and limitations that affect the work to be performed under the Agreement. Failure to familiarize oneself with actual conditions will in no way relieve the Contractor from the necessity of furnishing any materials or performing any work that may be required.
- 44. LICENSES:** Award of this proposal shall be made to a Florida Licensed Contractor. The required and acceptable licenses for this project are listed below. The Proposer, Contractor, and all Sub-Contractor(s) must hold the appropriate licensure for the work to be performed for the full duration of the project. Allowing a license to lapse at any time during the project will be cause for the Agreement to be terminated. The license(s) of the Proposer, Contractor, and Sub-Contractor(s) must be effective at the time the Proposal is submitted.

The Contractor and/or Sub-Contractor(s) shall obtain and pay for all licenses required for the project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated therein. Damages, penalties and/or fines imposed on the City or the Contractor, or the Sub-Contractor(s) for failure to obtain or maintain required licenses shall be borne by the Contractor or the Sub-Contractor(s).

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Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

REQUIRED/ACCEPTABLE LICENSES:

The Contractor and/or Sub-Contractor(s) must be either a licensed General Contractor or Building Contractor for this project as required per Florida State Statute 489.105.

Additionally, the following license requirements have been established by the City for this project. The Contractor and/or their Sub-Contractor(s) must hold either a Florida General Contractor or Florida Building Contractor license to perform the following activities for this project. To clarify, the company (Contractor or Sub-Contractor) performing the services on site must hold the following licenses:

1. Site preparation, excavation, grading, and compaction as needed: Florida State Licensed General or Building Contractor.
2. Installation of playground equipment and concrete footers: Florida State Licensed General or Building Contractor.
3. Installation of stand-alone shade structure: Florida State Licensed General or Building Contractor.
4. Installation of a concrete side walk to playground (if included in proposal): Florida State Licensed General or Building Contractor.
5. Construction debris removal: Florida State Licensed General or Building Contractor.
6. Installation of plastic play curbing to contain mulch: No Florida State License Required.
7. Installation of geotextile fabric and mulch: No Florida State License Required.

45. BONDING REQUIREMENTS:

A. **SURETY BOND:** A Surety Bond in the amount of **5% OF THE TOTAL PROPOSAL PRICE** must be submitted with the Proposal.

- 1) The City shall accept only certified checks, cashier's checks, letter of credit, or bonds as security for work awarded by Agreement, in their ORIGINAL format. The purpose of this surety is to ensure that a Proposer will, upon acceptance of their Proposal, execute such contractual documents as may be required and in a timely manner. The City shall hold the surety/bid bond until the issuance of an Agreement. The City, at its sole discretion, may release the surety/bid bond of Proposers not selected prior to the issuance of a Notice of Award or an Agreement.
- 2) Original Surety Bond Requirement – ORIGINAL BID BOND DOCUMENTS WITH ORIGINAL SIGNATURES AND SEALS shall be submitted with a Proposal. A Proposer submitting a copy, facsimile, or electronic scan of their surety/bid bond, check, or letter of credit with their Proposal shall be cause for the rejection of their Proposal. Surety bonds submitted with scanned signatures and/or seals are **NOT** acceptable and will cause the rejection of a Proposal.
- 3) The failure of a Proposer to submit an original surety/bid bond with their Proposal shall result in the rejection of the Proposal.
- 4) The failure of a Proposer to submit requested pre-award documentation or contract award requirements shall cause the Proposer to forfeit their surety/bid bond, if a surety/bid bond is a requirement of this solicitation.
- 5) For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency interests are adequately

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06*

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

protected. If such a determination has not been made, the minimum requirements shall be equivalent to **5% of the Proposal price**. This bid guarantee shall consist of a commitment such as a surety/bid bond, certified check, or other negotiable instrument accompanying a Proposal as assurance that the Proposer will, upon acceptance of its Proposal, execute such contractual documents as may be required within the time specified.

B. PERFORMANCE & PAYMENT BONDS: Bonding requirements **ARE** applicable to this Request for Proposal.

Performance and Payment Bonds shall be furnished in the amount of 100% of the total Agreement Price by the Contractor.

1) **PERFORMANCE AND PAYMENT BONDS** in the form of cash, certified checks and cashier checks shall be accepted and held by the City in an interest-bearing account. Interest earned will be retained by the City. Personal or company checks shall not be accepted. Performance and payment bonds written by a Surety firm satisfactory to the City and which comply with Florida Statutes, section 255.05(1), are **required of the Contractor** to guarantee that they will deliver a complete project under the Agreement and in strict accordance with the Agreement Documents and that they will pay promptly all persons supplying labor or materials for the work.

2) **BOND REQUIREMENTS:** A bond shall be accepted only if it meets the requirements set forth below at all times the bond is in effect:

i. If the bonding entity is a State of Florida entity, it must provide evidence of the following:

- a. The entity maintains a rating of A- or better with A.M. Best; and
- b. The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
- c. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.

ii. If the bonding entity is an out-of-state or out-of-country entity, it must provide evidence of the following:

- a. The entity maintains a State of Florida registered agent; and
- b. The entity consents that the rights, obligations and remedies of the parties under the Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of the Agreement shall be in Sarasota County, Florida; and
- c. The entity maintains a rating of A- or better with A.M. Best; and
- d. The entity provides an audited financial statement or a statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
- e. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06*

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

- iii. If the bonding entity utilizes a co-surety, the co-surety must provide evidence of the following:
- a. The entity maintains a State of Florida registered agent; and
 - b. The entity consents that the rights, obligations and remedies of the parties under the Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of the Agreement shall be in Sarasota County, Florida; and
 - c. The entity maintains a rating of A- or better with A.M. Best; and
 - d. The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - e. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.

Should the bonding company not meet any of the above-identified requirements, as applicable, at any time the bond is in effect, the Proposer shall be required to provide a substitute bond from an entity that does meet these requirements, within thirty days of receipt of notice from the City.

46. LOCAL PREFERENCE: Preference shall be given to a “local business” in the purchase of commodities and services procured pursuant to this Section. Proposers desiring to receive preference as a local business will be required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any Proposer who fails to submit sufficient documentation with their proposal shall not be granted local preference consideration for the purpose of that specific contract award.

- A. “Local business” means a Proposer that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the proposal submission date, from which the Proposer operates or performs business and where at least fifty percent (50%) of the Proposer’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.
- B. “North Port local business” means a local business that has maintained its primary physical business address located within the limits of the City for a period of six (6) months or more before the proposal submission date, from which the Proposer operates or performs business and where at least fifty percent (50%) of the Proposer’s employees are residents of the City. Post office boxes may not be used to establish a physical business address.
- C. For the purchase of commodities and services procured through a formal Request for Proposals, the solicitation shall include a weighted criterion for a local business that equals five percent (5%) of the total points in the evaluation criteria published in the solicitation. For a North Port local business, the solicitation shall include a weighted criterion that equals seven percent (7%) of the total points in the evaluation criteria published in the solicitation.
- D. The City may enter into inter-local agreements with other Florida counties or municipalities deemed appropriate by the City Commissioners, providing for reciprocal recognition of local businesses.

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06*

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

- E. If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.

- 47. SWORN STATEMENT, COMPLIANCE WITH FLORIDA TRENCH ACT: If applicable,** Proposer shall be solely responsible for complying with the Florida Trench Safety Act (553.60-553.64 Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. All costs associated with complying with these requirements shall be included as separate line items of the unit prices of the Proposal and shall be as detailed in the Sworn Statement of Compliance with the Florida Trench Safety Act Form included herein. Proposer shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with their Proposal.

The Proposer 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 SERVICES

The City of North Port, (hereinafter “City”) is requesting proposals to design, supply and install playground equipment, with shade cover that provides shade to no less than fifty percent (50%) of the playground square footage, and fall zone material for Butler Park.

SCOPE OF PROJECT

This project requires a contractor to design, supply and install a commercial grade playground system including fall zone material and a **stand-alone** shade cover that provides maximum shade coverage of **no less than fifty percent (50%) of the playground square footage** at Butler Park located at 6207 W. Price Boulevard North Port, FL 34291. Work is to include providing design of a minimum 5,000 square foot play area, excavation, grading, curbing, the installation of commercial grade playground equipment, equipment footings, drainage materials, landing mats, geotextile fabric and fall zone material. All labor, materials, equipment, and consumables will be supplied, assembled and installed by the Contractor or their qualified Sub-Contractor(s).

The City requires Proposers to submit a design for a playground that meets or exceeds all current federal CPSC, ASTM, IPEMA standards and ADA requirements. The proposals shall include the cost for all transportation, labor, materials, consumables, and equipment to install the playground as designed, inclusive of the equipment structures, components, hardware, detailed technical installation instructions, and maintenance and operations manuals from the manufacturer.

The project site is an existing park with no grading or site preparation. There is an aquatic center and parking lot currently under construction adjacent to the project location. The grass and trees throughout the park are maintained on a regular basis. There are two (2) catch basins for drainage in the project area that are connected underground at approximately three feet (3') deep. The closest connection to water will be a hose bib at the Morgan Center or the Aquatic Center. An electrical line could be run from the Aquatic center at the Contractor's cost. Please see Attachment A for the site drawings and plans of the project area and location for the new playground.

Proposers shall provide a maximum of one (1) design for the playground.

The Contractor will complete and provide all documentation to apply and pay for the permit(s) required for this project.

The Contractor will be required to call for utility locates and may remove the existing palm tree(s) if needed. A permit is required for any tree removal.

The Contractor is responsible for all debris removal, proper disposal, and maintaining a clean and orderly project site at all times.

The City shall be exempt for any liability or costs incurred by unsuccessful Proposers in preparation of the proposals.

Responsibility regarding existing utilities and structures:

The existence and location of underground utilities are not guaranteed and shall be investigated and verified in the field by the Contractor before performing work. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures from any damage resulting from said excavation.

Areas adjacent to the playground equipment that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, pavement, utilities, structures, sprinkler systems, conduits, trees, and shrubs shall be

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06**

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

the responsibility of the Contractor, who shall provide adequate protection to maintain proper service. Restoration is meant to include grading and stabilizing the shoulders to match the new edge of pavement using materials consistent with what existed prior to construction. This shall be understood to include the use of sod to replace existing sod that has been damaged. Foreign material, such as asphalt chunks and dead vegetation, shall be removed from any spoil used to fill and dress shoulders after completion of paving.

Cleaning Up:

The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a proposal, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

Accidents:

The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

Damages:

Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work and shall be adjusted by agreement.

Crane Usage:

The Contractor shall comply with and provide to the City all documentation required by applicable sections of the OSHA Construction Industry Cranes Standard, contained in Subpart CC, 1926.1400 through 1441 prior to mobilizing any cranes onto the Project site. Assembly, disassembly and operation of cranes on the Project site shall be completely described in Contractor's Crane Assembly, Disassembly and Operating Safety Procedures. Contractor shall furnish copies of current annual and monthly crane inspection reports to the City upon request for all cranes brought onto the Project site prior to their use. Daily inspection records shall be maintained for all cranes. Load test and certification records shall be supplied to the City upon request.

DESIGN ELEMENT GUIDELINES & PLAYGROUND SPECIFICATIONS

Proposers should base their proposed design for the playground equipment on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, maximization of use of space, application of aquatics theme, play value, handicapped accessibility, inclusiveness, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the playground.

The total dollar amount allocated to the project is \$200,000 (inclusive of permitting).

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

Required Items:

1. All playground elements must meet and/or exceed all federal, state, local, CPSC, ASTM, ADA and IPEMA standards and guidelines.
2. Playground must provide maximum shade over the playground, including a large stand-alone shade structure that provides shade coverage of no less than fifty percent (50%) of the playground square footage.
3. Playground must include engineered wood fiber fall zone material and geotextile fabric installed at the minimum depth required by ASTM Section 8, Standard F1487-11 over the play area with a subsurface drainage system. The City prefers the Cypress style mulch. Drainage fabric and all concrete footings shall be installed per all federal, state, and local standards. The preferred site grade is 12" above grade with plastic border.
4. Engineered wood fiber fall zone material must be ADA compliant and a copy of the certification provided to the City of North Port.
5. Playground installation must include all plastic border material necessary to encompass the play area and contain the engineered wood fiber fall zone material. The plastic border should be fade resistant and highly durable.
6. Playground installation must include all site preparation, including but not limited to; excavation, grading, drainage and curbing necessary.
7. Playground must include landing zones for all equipment as required by ASTM.
8. Within fifteen (15) business days after award, Contractor must provide to the City two (2) printed sets of stamped Engineered drawings for the shade structure(s) and playground, a PDF file of the engineered drawings on a flash drive and complete all necessary permit application documentation and pay for the permits.
9. All equipment must be of a commercial grade and quality. No residential grade equipment will be accepted.
10. New sod, rock, or mulch of like kind must be installed for all disturbed areas to complete the project.
11. All the playground equipment must be able to sustain a wind rating of 150 mph and a 3 second gust of 160 mph. However, the shade cover(s) or sail are excluded from this wind rating.
12. The majority of the existing loop walking path will remain intact upon completion of the aquatic center parking lot. The City desires the playground access point to be facing the parking lot / community center and located nearest to the sidewalk as possible to maximize accessibility.

Playground Feature Priorities:

1. The playground equipment shall have an apparent Aquatics theme to coordinate with the adjacent North Port Aquatic Center. The City is looking for design elements such as marine life, waves, and boats.
2. Approximately one-third of the space should be designed for ages 2 to 5.
3. Approximately two-thirds of the space should be designed for ages 5 to 12.
4. The playground structures may be connected with features such as bridges or monkey bars.
5. Provide a minimum of two swing sets which shall have minimum of 2 swings for toddlers, including at least one ADA compliant swing for toddlers. The City is interested in a swing that allows adults and children to swing together.
6. Shade structure should have quick release type design in case we have to remove it for repair or storms.
7. No wood play structures allowed. All proposed equipment must be appropriate for regional weather conditions, including heat, rain, high humidity, and wind.
8. Spaces or equipment for 1 or 2 gathering areas for imaginative play.
9. One or more elements that facilitate discovery in the physical sciences such as sound mirrors, a working binocular/telescope, etc.
10. One basket type swing that would accommodate more than one child at a time.
11. The Contractor should enhance safety and crime prevention by incorporating Crime Prevention through Environmental Design, or similar, strategies.
12. Playground should include some seating areas or benches for parents, guardians, and others to rest and monitor the children at play.

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06**

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

Preferred Playground Qualities:

1. All playground elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health, safety, and accessibility.
2. Structures should provide a variety of built-in activity panels and climbers.
3. Design should minimize vandalism and maximize line of sight from afar for security considerations & greater visibility for parents to supervise.
4. Include age range signs for both play structures.
5. Encourage imaginative, cooperative, inclusive, active, and physical play.
6. Avoid the use of any design elements that may have sharp or pointed edges.

Please note, this project does not require the installation of electricity, lighting, security cameras or ADA sidewalks.

The Play area must be a minimum of 5,000 square feet. A larger play area may be proposed if within the \$200,000.00 budget. The proposed system shall safely fit in the area as shown on the site plans (Attachment A). Suppliers are encouraged to be creative in their proposed designs and to maximize the role of unstructured play in their proposals. Suppliers may submit proposals from non-traditional type playground structures, if desired, in whole or as components of the overall playground. Non-traditional elements are unique that are not seen at many other parks in the area that help set this park apart. For example, the double zip lines at Blue Ridge Park in the City are unique to this area.

ASSEMBLY/INSTALLATION AND INSPECTION:

The playground assembly and installation will be provided and managed by the Contractor. The Contractor must supply direct supervision from manufacturer or supply qualified and certified representative familiar with playground installation. All tools, equipment, and consumables required to install the play equipment shall be provided by the Contractor. Notwithstanding any permitting requirements, the Contractor will supply and install a temporary security fence, a minimum of 4' tall, around the construction site during the entire installation process. A representative of the Contractor is required to conduct a post installation inspection of equipment upon completion to insure the proper installation of the equipment. If not properly installed, modifications must be submitted in writing to the City and remedied immediately. Co-inspection with the Contractor's representative of assembly and installation work will be conducted by the City following installation. The City will supply the punch list for final completion generated by this co-inspection. The Contractor shall submit to the City in writing the manufacturer's certification of compliance and warranty following punch list completion.

WARRANTY:

All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the Contractor against factory and workmanship defects. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The Contractor shall provide a one (1) year warranty for parts and labor to each property owner for the work it performs.

Upon completion of installation, the Contractor must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the Contractor's responsibility to provide to the City the manufacturer's warranty of installed equipment.

COMPLIANCE:

All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines. Documentation of compliance must be provided to the City with the Firm's proposal. All equipment must comply with Americans with Disabilities Act (ADA). The designs submitted by the Firm must incorporate either a transfer platform or ramp in each design when necessary. If the playground design proposed is not in compliance with the guidelines and regulations contained herein

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

the proposal will be deemed non-responsive.

COMPLETION OF THE PROJECT:

The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The City shall determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:

- All punch list items have been addressed to the satisfaction of the City;
- All testing has been completed and results are satisfactory (including but not limited to Concrete, and Compaction Tests);
- Record Drawing requirements have been accepted and approved by the City and all other governmental agencies, if applicable;
- All associated equipment and facilities necessary for the reliable operation of the project are complete in accordance with contract requirements; and,
- All release of liens have been submitted and are satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

PROPOSAL DELIVERABLES:

1. **The Proposal should provide a total itemized list, including unit prices of the components, materials, labor, and equipment proposed for the supply and installation of the Butler Park playground equipment.**
2. **The Proposal should provide a list of components by play age area and a comparison to the amount required by FBC Accessibility Code, Table 240.2.1.2.**
3. **Additionally, it should include structure and component model numbers, materials, color recommendations and options, protective area requirements, target age ranges and developmental levels, target play type or activity, estimated lifetime of equipment including manufacturer's warranty, and process for ordering replacement parts and any other relevant descriptive information.**
4. **The proposal should include color renderings from various angles to highlight all equipment and placement, and a CAD drawing for review. Additionally, the proposal should provide a timeline for the delivery and installation of all options provided.**

END OF PART II

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, PART III TO FOLLOW.

PART III – EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA: 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: Contractors are ranked in accordance with the evaluation criteria below, and shall not be limited to, considerations listed under **Parts II through V**. 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(s) will be in the best interest of the City. The City's decision will be final.

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.

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**

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

Evaluation Criteria	Value	Assigned Value	Weight 1-10	Score
DESIGN ELEMENTS: Proposal addresses required playground design elements, feature priorities, and qualities.	0-5		X 5	=
SHADE STRUCTURE: Design includes stand-alone shade structure covers a minimum of 50% of the playground.	0-5		X 2	=
THEME: Design incorporates Aquatic theme.	0-5		X 3	=
QUALITY OF PRODUCT/WARRANTY: Evaluation of materials used, warranty of materials and workmanship.	0-5		X 3	=
QUALIFICATIONS & EXPERIENCE: Proven Ability to Supply and Install Playground Equipment (Qualifications, References and Past Experience).	0-5		X 3	=
PRICE: Total Not to Exceed Price	0-5		X 2	=
SCHEDULE: Calendar days to complete project from receipt of notice to proceed.	0-5		X 2	=
SUB-TOTAL 100 max				
THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:				
MBE / WBE/ VBE Certification				
A. Certified Minority Value of 3	0 or 3		X 1	
B. Non-certified or N/A Value of 0				
Local Business	0 or 5		X 1	
North Port Local Business	0 or 7		X 1	
TOTAL POINTS				
REMARKS: Minority, Women Owned, and Veterans Owned Business Enterprise have a point value of either 0 or 3 – applies only to prime Contractor and certificate must be submitted with proposal. Local Business has a point value of 0 or 5. North Port Local Business has a point value of 0 or 7.				

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.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

- 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) Committee **may** elect to hold a 'closed' meeting 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 AND RANKING:

The Selection Committee shall evaluate and rank the proposals submitted by all responsive firms using the evaluation criteria provided above. Telephone discussions **may** be held with all firms submitting prior to ranking. Telephone 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. Firms will be contacted 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 requests for clarification.

Firms will be contacted via e-mail and informed of the time that the discussions will begin for their firm. 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 30 minutes** with each firm being called consecutively.

Once the telephone discussions are completed, the Selection Committee will commence with the discussions, evaluations and ranking meeting. This meeting **is** open to the public.

Recommendation for Award: Purchasing will prepare a recommendation memo for the City Manager to approve the Selection Committee's ranking. Upon City Manager's approval of the ranking the Committee may hold one or more Pre-Award meeting(s) with the top ranked firm to finalize all project details, options, and project approach. Specifically, items that have options such as colors, patterns, textures, or placement will be determined during this meeting. Also, items including but not limited to project site access and scheduling will be finalized.

Upon completion of the Pre-Award meeting(s) the Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract. The City Manager will execute the contract.

REMAINDER OF THIS PAGE LEFT BLANK, ANTICIPATED SCHEDULE TO FOLLOW.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

SCHEDULE: The anticipated schedule for this project is as follows:

TIMELINE OF EVENTS	EVENT TIME/PLACE	EVENT DATE
Issuance of Proposal	8:00 AM	07/19/2019
Non-Mandatory Pre-proposal meeting	10:00 AM CITY HALL, ROOM 302	07/31/2019
Deadline to submit questions/clarifications	2:00 PM	08/13/2019
Submittal Due Date	2:00 PM Finance Department/Purchasing Division City of North Port 4970 City Hall Boulevard, Suite 337 North Port, Florida 34286	08/20/2019
Telephone Discussions with Firms (CLOSED TO PUBLIC)	1:00 PM CITY HALL, ROOM 244	09/11/19
Evaluation and Ranking/Selection Recommendation (OPEN TO PUBLIC)	1:00 PM CITY HALL, ROOM 244	09/12/19
Pre-Award Meeting(s) (if required) (CLOSED TO PUBLIC)	TBD	TBD
Agreement to Commission	TBD	TBD
Pre-Commencement Meeting (CLOSED TO PUBLIC)	TBD	TBD

END OF PART III

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, PART IV TO FOLLOW.

**PART IV – RULES, INSTRUCTIONS AND CITY REQUIRED FORMS
FOR PREPARING PROPOSALS**

1. RULES FOR PROPOSALS – The Purpose of this section of the Solicitation Document is to identify the requirements for Proposers to submit a **complete AND correct** Proposal package, which shall cover:

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 Contractor's submittal.

C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms may result in the Proposer's submittal being deemed "Non-Responsive."

D. The Proposal will either be typed or completed in legible writing 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 either the City or DemandStar is **not** required. The City utilizes www.DemandStar.com for their Contractor database system: planholder list, and notification availability (i.e. 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 sole 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. **If you are interested in receiving free notification(s) solely for the City of North Port's solicitation documents, please contact them directly at 1-800-711-1712 with your request. If you are already registered with DemandStar for either the City of North Port, you do NOT need to register again.**

2. 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 Contractor'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.

TAB 1 - TRANSMITTAL LETTER: Provide a Letter of Interest indicating the qualifications for which the Contractor is applying, and your Firm's commitment to the City's project. The letter shall be signed in blue ink by a person who is

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

authorized to commit the Firm to perform the work included in the proposal. The letter should identify how the design conforms with all the guidelines, requirements, and specifications contained herein. Additionally, the letter should identify all materials and enclosures being forwarded in response to the RFP.

TAB 2 - PLAYGROUND DESIGN: Proposers shall provide a maximum of one (1) design for the playground. The design must meet requirements previously detailed in the Scope of Services section. If any of the equipment identified does not meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines, the submittal will be considered non-responsive, and will not be ranked. The design shall include details and specifications regarding the equipment's quality, durability, uniqueness, play value, and target demographics. Items that should be included are:

1. Design addresses required design elements, feature priorities, and qualities.
2. Design descriptions, photos, model numbers, etc.
3. Design shows fall zones within play areas
4. Designs shows shade cover within and around play areas that covers a minimum of 50% of the playground
5. Design includes Aquatic theme
6. Design analysis and color samples
7. Design customization options and abilities (adding the City's logo to the equipment for example)

Tab 3 – QUALITY OF PRODUCT / WARRANTY: Provide information on the products and materials to be used for the playground equipment, shade cover, and fall zone material. Describe the quality/durability of equipment and what sets it apart from other design options. Provide details regarding replacement and spare parts availability and ordering process. Finally, provide all warranty information on the products and installation services.

All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the Contractor against factory and workmanship defects. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The Contractor shall provide a one (1) year warranty for parts and labor to each property owner for the work it performs.

Upon completion of installation, the Contractor must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the Contractor's responsibility to provide to the City the manufacturer's warranty of installed equipment.

Tab 4 – QUALIFICATIONS AND EXPERIENCE: Proven ability to supply and install playground equipment, proficiency in similar projects, references for the specific projects and lead staff experience. List at least three projects within the last three (3) years, similar in size and scope, specific to playground equipment design and installation. Provide details regarding the reputation/reliability of the playground equipment manufacturer. Relative to the scope of services for the project, describe the specific ability of the Firm (Project manager and lead staff).

Tab 5 – PRICE SCHEDULE FORM (SCHEDULE A)

Submission of a Responsive Proposal certifies that the Proposer submitted line items generated from the forms provided by the City. If any errors have been made by the Proposer in preparing the Price Schedule, the Proposer hereby consents that such errors will be applied by the City in the manner most beneficial to the City.

The Proposal should provide a total itemized list, including unit prices of the components, materials, labor, and equipment proposed for the supply and installation of the Butler Park playground equipment. Attach additional pages as needed to provide the unit prices, which will not count towards the total page count. However, the total not to exceed lump sum amount must be provided on the Price Schedule Form contained herein. The Proposal

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

should provide the total calendar days to supply and install all playground equipment from receipt of written Notice to Proceed by the City. Time is of the essence for completion of this project.

Tab 6 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS: Provide completed required forms in this section. The 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. This checklist is a guideline which is to be executed and submitted with the required forms. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

In addition to the items noted above, Proposers are asked to include any additional items that may be needed to complete the services requested that may not have been identified in this RFP.

A. SUBMITTAL REQUIREMENTS

- 1. NUMBER OF PAGES:** Proposal shall not exceed (40) pages (one-sided) or (20) pages (two-sided) in length. *(The Title Page, Table of Contents, 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. Maximum number of pages shall be **40 pages**, not including *the Title Page, Table of Contents, City Required Forms, resumes, and tabs*.

1.2 Place proposal with all the required items in a sealed envelope clearly marked for solicitation number, project name, name of Proposer, and due date and time.

- 2. PAPER/FONT SIZE:** 8.5"x11"/Font Calibri 11, PDF FORMAT for all pages of the submittal.

- 3. NUMBER OF ORIGINAL PROPOSALS:** One (1) original hard-copy **UNBOUND** (marked "**ORIGINAL**") and signed in blue ink.

NUMBER OF COPIES: five (5) hard-copies **BOUND** (marked "**COPY**").

(1 original + 5 copies = 6 total submittals).

- 4. USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) on a Flash Drive containing the entire submittal.

PLEASE INDICATE BY (v) THAT YOU HAVE INCLUDED THE FOLLOWING DOCUMENTATION WITH YOUR PROPOSAL.

B. CITY REQUIRED SUBMITTAL FORMS

- Price Schedule Form
- Proposal Submittal Signature Form
- Statement of Organization

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06*

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

- Equipment and Subcontractor/Supplier List Form
- Source of Supply and Subcontractor Form
- References
- Drug-Free Workplace (If Applicable)
 YES NO N/A
- Public Entity Crime Information
- Non-Collusive Affidavit
- Lobbying Certification
- Conflict of Interest Form
- Scrutinized Business Form
- Surety/Bid Bond Form
- Sworn Statement: The Florida Trench Safety Act Form (if applicable)
- Affidavit Claiming Status as a Local Business or North Port Local Business (if applicable)
- State Registration Requirements: (<http://www.sunbiz.org/search.html>)
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.
Proposer shall be registered with the State of Florida to perform the services required for this proposal. **A copy of Registration should be included with submission.**
 - Copy of Registration, Attached
- Applicable State required license(s) for Proposer/Prime Contractor and all Sub-Contractors.**
- 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 Workers Compensation, Comprehensive Commercial General Liability, and Commercial Auto Liability and the dollar amounts of the coverage.
 - YES NO Sample Insurance Certificate is included with the submittal
- MBE/WBE/VBE:** If claiming Minority Business Enterprise/Women Business Enterprises/Veteran's Business Enterprise, the Prime Firm (not sub-Contractor) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06**

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

287.0943, Florida Statutes and the Certificate from the State of Florida shall be submitted with the required paperwork.

- YES, CLAIMING STATUS AS PRIME ONLY
- YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS FROM THE STATE OF FLORIDA AS OUTLINED SECTION 12.
- NOT CLAIMING MBE/WBE/VBE

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL

THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK, CITY REQUIRED FORMS TO FOLLOW

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park**

SCHEDULE A: PRICE SCHEDULE FORM

The Proposer's price shall cover all costs associated with providing a design, the supply and installation costs associated with the new playground equipment, shade cover, and fall zone material at Butler Park, and completion and delivery of all documentation, and permitting as applicable. This playground must be a minimum of 5,000 square feet, and will offer approximately one-third of the play space for children ages 2 – 5; and two-thirds play structures for children ages 5 – 12; will include at least two (2) swing sets; will include a stand-alone shade structure that provides a minimum coverage of fifty percent (50%) of the playground square footage, and will include fall zone material.

Submission of a Responsive Proposal certifies that the Proposer submitted line items generated from the forms provided by the City. If any errors have been made by the Proposer in preparing the Price Schedule, the Proposer hereby consents that such errors will be applied by the City in the manner most beneficial to the City.

The Proposal should provide a total itemized list, including unit prices of the components, materials, labor, and equipment proposed for the supply and installation of the Butler Park playground equipment. Attach additional pages as needed to provide the unit prices, which will not count towards the total page count. However, the total not to exceed lump sum amount must be provided on the Price Schedule Form below. The Proposal should provide the total calendar days to supply and install all playground equipment from receipt of written Notice to Proceed by the City. Time is of the essence for completion of this project.

Through the signing of this Price Schedule Form, Proposer attests his/her proposal is guaranteed for a period of not less than **ONE HUNDRED EIGHTY (180) DAYS** from the date of the official proposal opening.

ITEM DESCRIPTION	TOTAL NOT TO EXCEED LUMP SUM PRICE (Numeric):
Provide Design Option Details, and Supply and Install Playground Equipment as specified herein.	\$

TOTAL NOT TO EXCEED LUMP SUM PRICE (Type/Print):

CALENDAR DAYS TO COMPLETE THE WORK FROM NTP: _____

PROPOSER COMMENTS:

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

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

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

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

STATEMENT OF ORGANIZATION CONTINUED

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 _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of _____
Print Name: _____
Commission No: _____

NOTARY SEAL:

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park**

EQUIPMENT AND SUBCONTRACTOR/SUPPLIER LIST

Equipment is located at: _____

The following is a listing of your major equipment, inclusive of manufacturer, year and condition. List the condition of equipment/vehicles utilized for this project in accordance with the following scale: **1-Excellent; 2-Good; 3-Fair; 4-Poor.** (Attach additional sheets, if required.)

Description	Manufacturer	Year	Condition	Leased/Owned (If leased, date of expiration)

SOURCE OF SUPPLY AND SUBCONTRACTOR FORM

The following sources of supply and subcontractors shall be used for **RFP NO. 2020-06 SUPPLY AND INSTALL PLAYGROUND EQUIPMENT, SHADE COVER, FALL ZONE AT BUTLER PARK.** If Proposer does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to City approval. (If not applicable, state N/A).

SUBCONTRACTOR(S)
(PLEASE INCLUDE ADDRESS/TELEPHONE NUMBER & E-MAIL)

1. _____
2. _____
3. _____
4. _____

SUPPLIER(S)

1. _____
2. _____
3. _____
4. _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ Title: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

REFERENCES/CLIENT LISTING

The Contractor shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last three (3) years, services similar to the scope of services required by this RFP. Attach additional sheets if necessary.

1. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____ Type of Product Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

2. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____ Type of Product Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

3. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____ Type of Product Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

COMPANY NAME: _____

SIGNATURE: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park*

DRUG FREE WORKPLACE FORM

The undersigned Contractor 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 Contractor complies fully with above requirements.
- As the person authorized to sign this statement, this Contractor **does not** comply fully with the above requirements.

Proposer's Signature

Date

THIS PAGE MAY BE COMPLETED AND SUBMITTED WITH PROPOSAL

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

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 Vendor, Supplier, SubVendor, or Vendor 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 _____

COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 20___, by _____
who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of _____

Print Name: _____

Commission No: _____

NOTARY SEAL:

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS.

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, Contractor, 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, Contractor, 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 _____
COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 20___, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of _____
Print Name: _____
Commission No: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park**

LOBBYING CERTIFICATION

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

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2019

_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the Firm, Contractor or individual), and that the Contractor 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 _____, 20__.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 20__, by _____ who is personally known to me or has produced his/her driver’s license as identification.

NOTARY SEAL:

Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

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 Contractors whose conflicts are not waived or exempt.

COMPANY: _____

SIGNATURE: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park**

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: 2020-06

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

CITY OF NORTH PORT

BID BOND

In compliance with F.S. Chapter 255.051

STATE OF FLORIDA, CITY OF NORTH PORT

KNOW ALL BY THESE PRESENTS, that _____, authorized by law to do business as a _____ contractor in the State of Florida, as Principal, and _____, a Corporation chartered and existing under the laws of the State of _____, as Surety, with its principal offices in the City of _____, and authorized to do business in the State of Florida, and in accordance with Section 255.051, Florida Statutes, are held and firmly bound unto the City of North Port, Florida, in the full and just sum of 5% of the Total Bid Price, in good and lawful money of the United States of America, to be paid upon demand by the City of North Port, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

The condition of the obligation is such, that whereas the Principal has submitted the attached Bid, dated _____, for (**RFP 2020-06, Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park**).

NOW, THEREFORE, if the Principal shall withdraw said bid prior to the date of opening the same, or shall within 10 days after the prescribed forms are presented to him for signature enter into a written Contract with City of North Port, Florida, in accordance with the bid as accepted and give a Performance and Payment Bond with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith or, in the event of failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies provided the latter amount to be excess of the amount specified in said bid, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN THE WITNESS WHEREOF, the above written parties have executed this instrument under their several seals dated _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Witness as to Principal:

(By)

(Principal) (SEAL)

Witness as to Surety:

Printed Name

(Surety's Name) (SEAL)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

(Complete if applicable)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with Bid No. _____ for the construction of _____
2. This Sworn Statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____
(PRINTED OR TYPED NAME OF INDIVIDUAL SIGNING) and hold the position of _____ with the above entity.
4. The Trench Safety Standards that will be in effect during the construction of this Project are Florida Statute Section 553.60-55.64, Trench Safety Act, and OSHA Standard.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the City and Engineer (if applicable), and any of their agents or employees from any claims arising from the failure to comply with said standard.
6. The undersigned has appropriated \$ _____ per linear foot of trench to be excavated over 5' deep for compliance with the applicable standards and intends to comply by instituting the following procedures: _____
7. The undersigned has appropriated \$ _____ per square foot for compliance with shoring safety requirements and intends to comply by instituting the following procedures:

8. The undersigned, in submitting this Proposal, represents that he or she has reviewed and considered all available geotechnical information and made such other investigations and tests as he or she may deem necessary to adequately design the trench safety system(s) he or she will utilize on this Project.

Authorized Signature/Title

Sworn to and subscribed before me

this _____
(date)

Notary Public Signature

(Notary Seal)

My Commission Expires: _____

THIS PAGE MAY BE COMPLETED AND SUBMITTED WITH PROPOSAL

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

AFFIDAVIT

Claiming Status as a Local Business

(In order to claim Local Business you MUST meet all requirements below: 1-4)

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:
_____ who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative, or Agent) of _____, the Proposer that has submitted the attached proposal;

AND

2. I am fully informed respecting the operation and employees of the Proposer;

AND

3. I affirm that the Proposer has maintained a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before submitting this proposal, from which the Proposer operates or performs business. The qualifying local address is _____

AND

4. I affirm that at least fifty percent (50%) of the Proposer's employees are residents of the City of North Port.

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

By: _____

(Printed Name)

(Title)

State of Florida
County of _____

Sworn to and subscribed before me this _____ day of _____, 20__, by _____ who is personally known to me or has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE TO BE RETURNED ONLY IF PROPOSER IS CLAIMING A LOCAL BUSINESS STATUS

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

AFFIDAVIT

**Claiming Status as a North Port Local Business
(In order to claim North Port Local Business you MUST meet all requirements below: 1-4)**

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:
_____ who, being first duly sworn, deposes and says that:

1. I am the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached proposal;

AND

2. I am fully informed respecting the operation and employees of the Proposer;

AND

3. I affirm that the Proposer has maintained its primary physical business address within the limits of the City of North Port for a period of six (6) months or more before submitting this proposal, from which the Proposer operates or performs business. The qualifying local address is _____.

AND

4. I affirm that at least fifty percent (50%) of the Proposer's employees are residents of the City of North Port.

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

By: _____

(Printed Name)

(Title)

State of Florida
County of _____

Sworn to and subscribed before me this ___ day of _____, 20___, by _____ who is personally known to me or has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of _____
Print Name: _____
Commission No: _____

THIS PAGE TO BE RETURNED ONLY IF PROPOSER IS CLAIMING A NORTH PORT LOCAL BUSINESS STATUS

PART V. SAMPLE AGREEMENT - SUBJECT TO CHANGE
AGREEMENT NO. 2020-06

Supply and Install Playground Equipment, Shade Cover, and Fall Zone Material at Butler Park

THIS NON-EXCLUSIVE AGREEMENT ("Agreement") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida, herein after referred to as the "CITY" and _____, a _____ company, with a principal address of _____, hereinafter referred to as "CONTRACTOR."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CONTRACTOR'S SERVICES

- A. CONTRACTOR agrees to diligently and timely provide all materials, equipment, consumables, services, and labor for the supply and installation of playground equipment, shade cover, and fall zone material at Butler Park in accordance with the terms of this Agreement, the scope of services and technical specifications as identified in RFP 2020-06, and CONTRACTOR'S proposal submitted _____2019. The overall Scope of Services is described in "Exhibit "A" with the detailed tasks attached hereto and incorporated by reference.
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the City and the CONTRACTOR and upon the CONTRACTOR's receipt of the written Notice to Proceed from the City's Administrative Agent and shall continue through the completion of the project, unless terminated by either party prior to that date pursuant to the terms contained herein. The estimated completion date is
- C. This Agreement is non-exclusive and the CITY may enter into separate agreements for the same tasks and work to be completed pursuant to this Agreement, or use such other methods as in CITY'S sole opinion are required for the completion of the work.

2. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICE

- A. The maximum compensation payable to the CONTRACTOR for this Agreement shall not exceed XXXX (\$_____). Said total amount includes all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services, Price Schedule, and project plans/Drawings (Exhibits A, B, and C respectively) are attached hereto and incorporated within.
- B. The parties acknowledge and agree that the obligations of CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which CITY is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CITY agrees to exercise all lawful and available authority to satisfy any financial obligations of CITY that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis, the CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of CITY shall have any personal liability in connection with the breach of the provisions

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

of this Section or in the event of a default by CITY under this Section. This Agreement shall not constitute an indebtedness of CITY nor shall it constitute an obligation for which CITY is obligated to levy or pledge any form of taxation or for which CITY has levied or pledged any form of taxation

3. METHOD OF PAYMENT

- A. The CITY shall pay CONTRACTOR through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq.*, upon receipt of CONTRACTOR'S invoice and written approval of same by the CITY'S Administrative Agent indicating that services have been rendered in conformity with this Agreement. CONTRACTOR shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period.

- B. CONTRACTOR'S invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

4. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (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), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, SUB-CONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

- B. THE CITY SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY SHALL PROMPTLY NOTIFY THE CONTRACTOR 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.

- C. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES 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 WILL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'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).

- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.

- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

F. FURTHER, THE CONTRACTOR SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.

5. CONTRACTOR'S INSURANCE

The Contractor(s) shall be required to supply, at their cost, the following minimum insurance coverage:

A. Before performing any contract work, Contractor shall procure and maintain during the life of the Agreement 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 Contractor.

i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease. Or, Worker's Compensation Exemption (notarized affidavit) for a one-person operation.

ii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.

iii. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.

iv. **General requirements:** The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability Policy, and the Commercial Auto Policy. 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 Agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor 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 Contractor's responsibility to provide notice to the CITY.

B. **WAIVER OF SUBROGATION:** All required insurance policies, with the exception of Workers Compensation and Professional Liability, 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 Contractor for the CITY. It is the Contractor's

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, 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 Contractor or its agents may be responsible for.

C. POLICY FORM

i. All policies required by this Contract, with the exception of Workers Compensation and Professional Liability, 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 Contractor, shall be provided by or on behalf of all subContractors to cover their operations performed under this Contract. The Contractor 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:

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

d. 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 Contractor 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 Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor'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 Contractor and its carrier.

vi. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement 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. CONTRACTOR'S insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. CONTRACTOR is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance 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 Contractor agrees to purchase the extended

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06**

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

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 Contractor 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 Contractor's insurance company and the CITY's Purchasing Office as soon as practicable after notice to the insured.

x. The Certificate of Insurance must include the following:

In the "Description of Operations/Special Provisions" section - "City of North Port is named as an additional insured, as their interests may appear on Commercial General Liability."

In the "Certificate Holder" section

City of North Port
4970 City Hall Boulevard
North Port, FL 34286

6. RESPONSIBILITY OF THE CONTRACTOR

- A. CONTRACTOR acknowledges that it is familiar with the Scope of Services and Technical Specifications identified in RFP 2020-06 and that it will perform the services as required.
- B. If CONTRACTOR is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder. CONTRACTOR warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONTRACTOR), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.
- C. CONTRACTOR shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent firms in effect at the time CONTRACTOR'S services are rendered. CONTRACTOR covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONTRACTOR agrees to incorporate the provisions of this paragraph in any sub-contract into which it might enter with reference to the work performed.
- D. CONTRACTOR shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

- E. The City of North Port, Florida, 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. CONTRACTOR shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

- F. CONTRACTOR shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at CONTRACTOR'S offices for inspection, audit, and copying during normal business hours by the CITY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.

- G. **Incorporation of Request for Proposal ("RFP") Documents:** The **RFP No. 2020-06**, specifications, attachments and addenda, and the Contractor's response to RFP, are specifically made a part of this Agreement and are incorporated herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:
 - 1. First, this Agreement (Agreement No. 2020-06) approved by the City Commission and any attachments;
 - 2. Second, RFP No. 2020-06, including any and all attachments and addenda;
 - 3. Third, the Contractor's response to RFP No. 2020-06; and
 - 4. Fourth, specific direction from the City Manager

7. FURNISHING OF LABOR AND MATERIALS:

- A. The Contractor must provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, all transportation, and all other facilities and services necessary for the proper completion of the work in strict conformity with the provisions herein contained, and with RFP No. 2020-06, including the plans and specifications, addendums, and with the proposal submitted by the Contractor and on file with the City. The foregoing RFP (not including the Sample Agreement), specifications, and proposal submitted by the Contractor, are hereby specifically made a part of this Agreement and are incorporated herein.

- B. The Contractor represents and warrants to the City that all equipment and materials used in the work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in this Agreement and Proposal documents, of good quality, free of defects, and in conformity with this Agreement and Proposal documents. It is understood between the parties thereto that all equipment and materials not in conformity are defective

8. OBLIGATIONS OF CITY

- A. The CITY'S Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:
 - 1. Review of all CONTRACTOR payment requests for approval or rejection.

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

2. Periodic reviews of the work of the CONTRACTOR as necessary for the completion of the CONTRACTOR'S services during the period of this Agreement.

B. The CITY shall not provide any services to the CONTRACTOR in connection with any claim brought on behalf of or against the CONTRACTOR.

9. PUBLIC RECORDS LAW

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

A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform the service.

1. 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/>).

2. "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/sub-CONTRACTOR invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. 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.

C. 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.

D. 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 CONTRACTOR shall meet all applicable requirements for retaining public records.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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@cityofnorthport.com.

- F. 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.

10. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL

- A. The timely performance and completion of the required services is vitally important to the interest of the CITY. The personnel assigned by the CONTRACTOR to perform the services of this Agreement shall comply with the Technical Specifications and Scope of Services outlined in RFP 2020-06. The CONTRACTOR shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the CONTRACTOR'S key personnel must receive the CITY'S Administrative Agent's written approval before said changes or substitution can become effective
- B. CONTRACTOR specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONTRACTOR or the CITY. Time is of the essence in the performance of this Agreement.
- C. Time is of the essence for completion of this project.

11. TERMINATION

The City Manager or designee shall have the right at any time upon thirty (30) calendar days written notice to the Contractor to terminate the services of the Contractor and, in that event, the Contractor shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract.

- A. Funding in Subsequent Fiscal Years: It is expressly understood by the City and the Contractor that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.
- B. In the event that the Contractor has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.
- C. The Contractor shall have the right to terminate the Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- D. The City Manager or designee reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor or an assignment is made for the benefit of creditors.

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06*

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

- E. In the event Contractor breaches this Contract, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:
1. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Contract;
 2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
 3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 4. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 5. Claims made, or likely to be made, against the City or its property;
 6. Loss caused by the Contractor;
 7. The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.
 8. Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.
 9. In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement and are not waived by final payment and/or acceptance.

In the event that the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Contract, and are not waived by final payment and/or acceptance.

- F. Termination with or without Cause. The performance of work under the Agreement may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. The Contractor will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the City make any payment to the Contractor for services that have not been performed or that are performed subsequent to the termination date.

12. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be, in the performance of all work services and activities under this Agreement, an independent CONTRACTOR and not an employee, agent, or servant of the CITY. All persons engaged in any of the

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

work or services performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent CONTRACTOR and not as employees or agents of the CITY. CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Agreement. CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

13. ENTIRE AGREEMENT

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.

Any Terms and Conditions contained in the Contractor's Proposal or Quote are not applicable to this Agreement.

14. CHANGE ORDER/AMENDMENTS TO AGREEMENT

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written, with respect to the subject matter. All requests for changes whether Change Orders (contingency funds for unforeseen/time extensions) or Amendments (not contingency funds/time extensions) to this Agreement must be made in writing and 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 must approve all increases in compensation under this Agreement.
- B. The Change Order authority levels for the City are as follows:
 - 1) Purchasing Manager: \$9,999.99 or less.
 - 2) Purchasing Manager & Finance Director: \$10,000.00 - \$24,999.99.
 - 3) Purchasing Manager, Finance Director, and City Manager: \$25,000.00 - \$99,999.99.
 - 4) City Commission: \$100,000 and above.
- C. The Contractor fully understands and accepts the City's Change Order Policy. In the event the Contractor begins work on unauthorized changes prior to receiving a signed Change Order they do so at their own expense and risk of not being compensated by the City for performing the unauthorized work

15. ASSIGNMENT

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 to 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 any such transfer or assignment due to bankruptcy shall be promptly given to the CITY.

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park*

21. PARAGRAPH HEADINGS

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

22. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

23. SCRUTINIZED COMPANIES

A. As required by Florida Statutes, Section 287.135(5), 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 Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.

B. As required by Florida Statutes, Section 287.135(5), 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 Florida Statutes, Section 215.4725, 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 Florida Statutes, Section 215.473; 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 Agreement terms and the CITY may terminate the Agreement
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 Agreement, 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.

24. LICENSES AND PERMITS/LAWS AND REGULATIONS:

The CONTRACTOR must pay all taxes required by law in connection with the activity performed under this Agreement including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, must secure all licenses and permits necessary for proper completion of the work, paying any fees therefore. The CONTRACTOR must comply with all laws and ordinances, and the rules, regulations, and orders of all public

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

authorities relating to the performance of the work herein. If any of the Agreement documents are at variance therewith, the CONTRACTOR must notify the CITY promptly on the discovery of such variance.

REQUIRED/ACCEPTABLE LICENSES:

The Contractor and/or Sub-Contractor(s) must be either a licensed General Contractor or Building Contractor for this project as required per Florida State Statute 489.105.

Additionally, the following license requirements have been established by the City for this project. The Contractor and/or their Sub-Contractor(s) must hold either a Florida General Contractor or Florida Building Contractor license to perform the following activities for this project. To clarify, the company (Contractor or Sub-Contractor) performing the services on site must hold the following licenses:

- 1. Site preparation, excavation, grading, and compaction as needed: Florida State Licensed General or Building Contractor.**
- 2. Installation of playground equipment and concrete footers: Florida State Licensed General or Building Contractor.**
- 3. Installation of stand-alone shade structure: Florida State Licensed General or Building Contractor.**
- 4. Installation of a concrete side walk to playground (if included in proposal): Florida State Licensed General or Building Contractor.**
- 5. Construction debris removal: Florida State Licensed General or Building Contractor.**
- 6. Installation of plastic play curbing to contain mulch: No Florida State License Required.**
- 7. Installation of geotextile fabric and mulch: No Florida State License Required.**

25. PERFORMANCE AND PAYMENT BONDS

Performance and Payment Bonds shall be furnished in the amount of 100% of the total Agreement Price by the Contractor.

- 1) PERFORMANCE AND PAYMENT BONDS in the form of cash, certified checks and cashier checks shall be accepted and held by the CITY in an interest-bearing account. Interest earned will be retained by the CITY. Personal or company checks shall not be accepted. Performance and payment bonds written by a Surety firm satisfactory to the CITY and which comply with Florida Statutes, section 255.05(1), are required of the CONTRACTOR to guarantee that they will deliver a complete project under the Agreement and in strict accordance with the Agreement Documents and that they will pay promptly all persons supplying labor or materials for the work.
- 2) BOND REQUIREMENTS: A bond shall be accepted only if it meets the requirements set forth below at all times the bond is in effect:
 - i. If the bonding entity is a State of Florida entity, it must provide evidence of the following:
 - a. The entity maintains a rating of A- or better with A.M. Best; and
 - b. The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - c. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06*

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

- ii. If the bonding entity is an out-of-state or out-of-country entity, it must provide evidence of the following:
 - a. The entity maintains a State of Florida registered agent; and
 - b. The entity consents that the rights, obligations and remedies of the parties under the Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of the Agreement shall be in Sarasota County, Florida; and
 - c. The entity maintains a rating of A- or better with A.M. Best; and
 - d. The entity provides an audited financial statement or a statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - e. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.

- iii. If the bonding entity utilizes a co-surety, the co-surety must provide evidence of the following:
 - a. The entity maintains a State of Florida registered agent; and
 - b. The entity consents that the rights, obligations and remedies of the parties under the Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of the Agreement shall be in Sarasota County, Florida; and
 - c. The entity maintains a rating of A- or better with A.M. Best; and
 - d. The entity provides an audited financial statement or a Statement of Financial Condition, prepared in accordance with standards established by the American Institute of Certified Public Accountants, upon initial application and upon subsequent requests; and
 - e. The entity provides a letter of good standing or a Certificate of Authority from the State of Florida Department of Financial Services.

Should the bonding company not meet any of the above-identified requirements, as applicable, at any time the bond is in effect, the Proposer shall be required to provide a substitute bond from an entity that does meet these requirements, within thirty days of receipt of notice from the City.

26. WARRANTY/GUARANTEES:

- A. **Covenant Against Gratuities.** The CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of the breach of this warranty, the CITY is entitled to pursue the same remedies against the CONTRACTOR as it could in the event of the CONTRACTOR's default, including but not limited to termination of the Agreement.

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

- B. Merchantability Warranty. The goods or items furnished must be of a merchantability quality. They must be suitable for the particular purpose as referenced in the Solicitation and supporting documents relating to the goods or items being purchased.
- D. Specification Warranty. The awarded CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of the Solicitation document and this Agreement.
- E. All warranties express and implied, shall be made available to the City for goods and services covered by this agreement and RFP 2020-06. All goods furnished shall be fully guaranteed by the Contractor against factory and workmanship defects. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The Contractor shall provide a one (1) year warranty for parts and labor to each property owner for the work it performs.
- F. Upon completion of installation, the Contractor must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by manufacturer. Additionally, it is the Contractor's responsibility to provide to the City the manufacturer's warranty of installed equipment.

27. RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:

The existence and location of underground utilities are not guaranteed and shall be investigated and verified in the field by the Contractor before performing work. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures from any damage resulting from said excavation.

Areas adjacent to the playground equipment that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City. Protection of personal property, pavement, utilities, structures, sprinkler systems, conduits, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service. Restoration is meant to include grading and stabilizing the shoulders to match the new edge of pavement using materials consistent with what existed prior to construction. This shall be understood to include the use of sod to replace existing sod that has been damaged. Foreign material, such as asphalt chunks and dead vegetation, shall be removed from any spoil used to fill and dress shoulders after completion of paving.

- 28. CLEANING UP:** The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a proposal, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

- 29. ACCIDENTS:** The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

*CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06*

Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

30. DAMAGES: Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work and shall be adjusted by agreement.

31. CONTRACTOR'S AFFIDAVIT:

When all work contemplated by this Agreement have been completed, inspected, and approved by the CITY, or its duly authorized agent, the CONTRACTOR must furnish the CITY with a CONTRACTOR's Affidavit as required by the State of Florida Mechanic's Lien Law. Signed affidavits of payment must be provided by the CONTRACTOR and from all subcontractors hired by the CONTRACTOR. The affidavits must state whether the subcontractor(s) has been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the CITY prior to any payments against this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURES TO FOLLOW.

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2020-06
Supply and Install Playground Equipment, Shade Cover, Fall Zone Material at Butler Park

IN WITNESS WHEREOF, the parties have executed the agreement as of the date first above written.

CITY OF NORTH PORT, FLORIDA

ATTEST:

Kathryn Wong, City Clerk

By: _____
Peter D. Lear, CPA, CGMA, CITY MANAGER

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Amber L. Slayton, City Attorney

CONTRACTOR

By: _____

Date: _____

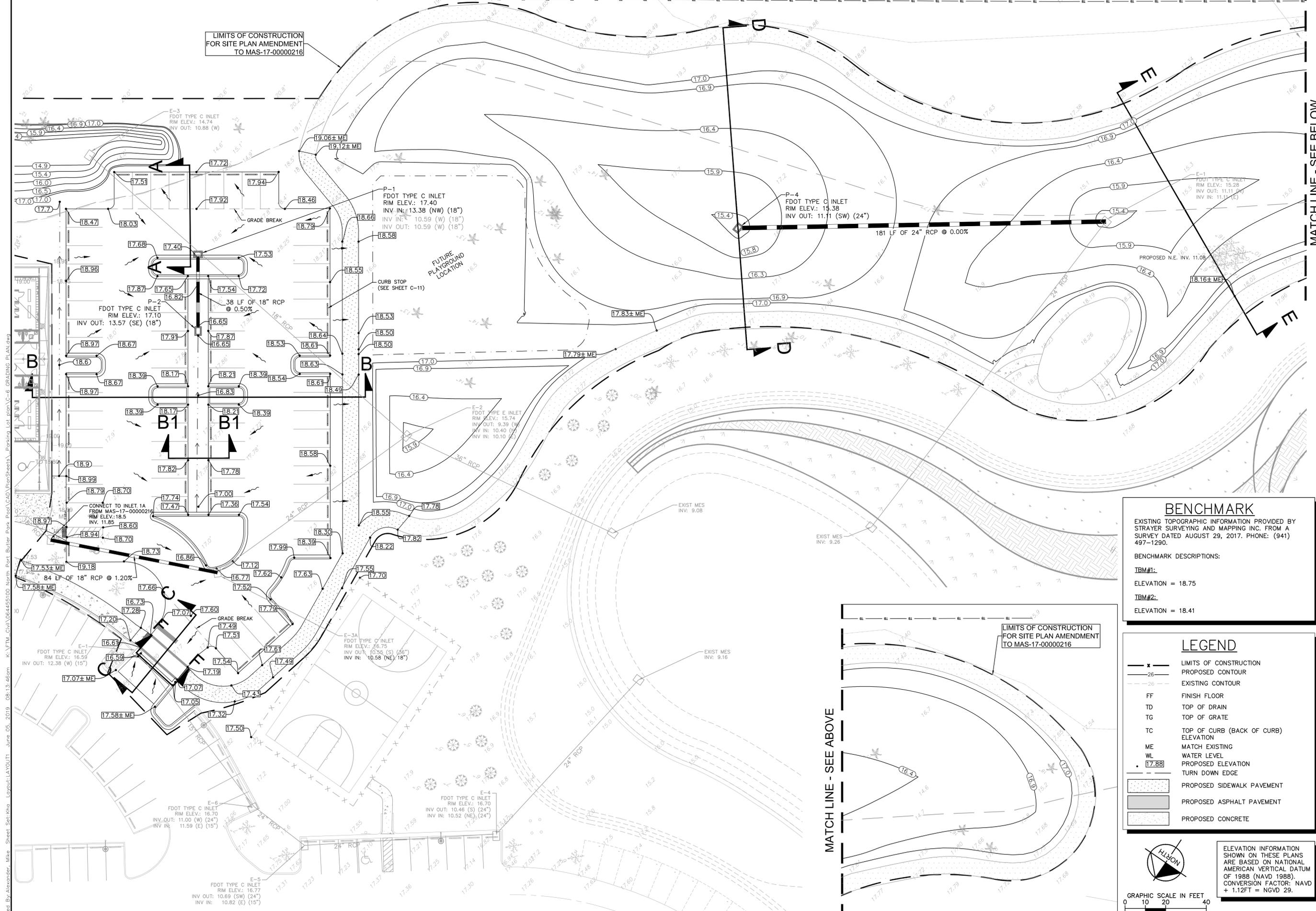
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, who is personally known to me or who produced _____ as identification.

Notary Public

ATTACHMENT A: SITE PLAN

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, PLAN TO FOLLOW.



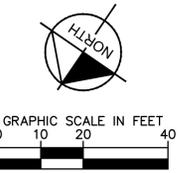
LIMITS OF CONSTRUCTION
FOR SITE PLAN AMENDMENT
TO MAS-17-00000216

LIMITS OF CONSTRUCTION
FOR SITE PLAN AMENDMENT
TO MAS-17-00000216

BENCHMARK
EXISTING TOPOGRAPHIC INFORMATION PROVIDED BY STRAYER SURVEYING AND MAPPING INC. FROM A SURVEY DATED AUGUST 29, 2017. PHONE: (941) 497-1290.
BENCHMARK DESCRIPTIONS:
TBM#1:
ELEVATION = 18.75
TBM#2:
ELEVATION = 18.41

LEGEND

- x --- LIMITS OF CONSTRUCTION
- - - - - PROPOSED CONTOUR
- - - - - EXISTING CONTOUR
- FF FINISH FLOOR
- TD TOP OF DRAIN
- TG TOP OF GRATE
- TC TOP OF CURB (BACK OF CURB) ELEVATION
- ME MATCH EXISTING
- WL WATER LEVEL
- 17.88 PROPOSED ELEVATION TURN DOWN EDGE
- [Pattern] PROPOSED SIDEWALK PAVEMENT
- [Pattern] PROPOSED ASPHALT PAVEMENT
- [Pattern] PROPOSED CONCRETE



ELEVATION INFORMATION SHOWN ON THESE PLANS ARE BASED ON NATIONAL AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988). CONVERSION FACTOR: NAVD + 1.12FT = NGVD 29.

Kimley **Horn**
2201 West Royal Lakes, Suite 275, Irving, Texas 75063
PHONE: 214-420-5600 FAX: 214-420-5680
FLORIDA REGISTERED ENGINEERING FIRM 698
FLORIDA REGISTERED LANDSCAPE ARCHITECTURE FIRM LC-C000219
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.

LICENSED PROFESSIONAL
PETER T. VAN BUSKIRK
FLORIDA LICENSE NUMBER 368859
DATE:

**BUTLER PARK
AQUATIC CENTER
CITY OF NORTH PORT, FL**

GRADING PLAN

Scale: AS SHOWN
Designed by: MCH
Drawn by: KWS
Checked by: DP
Date: APRIL 2019
Project No. 48285014

SHEET
C-6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 610E-23.004, F.A.C.

Plotfiled By: Alexander, Mike Sheet Set: Kna Layout: LAYOUT1 June 05, 2019 08:13:46am K:\FTM_Civil\084455100 North Port Butler Park Pool\CAD\PlanSheets_Parking Lot_Plan\C-6 GRADING PLAN.dwg