



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



FEBRUARY 5, 2024

ADDENDUM 4

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-17 - PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX

SUBMITTAL DUE DATE: FEBRUARY 13, 2024, NO LATER THAN 2 PM, 4970 CITY HALL BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286

****ALL SUBMITTALS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 337A****

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

QUESTION/ANSWER:

Q1: Can I please ask for clarification / differentiation between attachment forms C & D?

A1: **Form C is a list of your references and clients of similar project. Form D is the form that you e-mail to your references/clients to complete on your behalf. You do not complete Form D. It is your responsibility to make sure Form D is completed and submitted by the due date.**

Q2: Both are asking for the exact information except for D has the specific questionnaire. Is C needed?

A2: **YES. You complete C and your references complete D.**

Q3: If so, is it the intent that the references listed in C are the same as the references listed in D?

A3: **For relevant and similar projects, your clients should complete Form D and return the finished form to you. You should then submit the completed Form D along with your response, or have your clients email the form directly to me. It is preferable for you to submit the forms with your response.**

Q4: Also, do these references have to be from the five example projects listed in Tab 3 or can they be from other projects as well?

A4: **Form C may be used in response to Tab 3, if all questions are asked and answered in Form C.**

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

Alla V. Skipper, CPPB
Senior Contract Administrator
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7172
Fax: 941.429.7173
E-mail: askipper@cnorthportfl.gov

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



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FEBRUARY 2, 2024

ADDENDUM 3

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-17 - PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX

SUBMITTAL DUE DATE: FEBRUARY 13, 2024, NO LATER THAN 2 PM, 4970 CITY HALL BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286

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CORRECTIONS:

DELETE: ~~NUMBER OF SUBMITTAL PACKAGES: One (1) original hard-copy UNBOUND (marked "ORIGINAL") and signed in blue ink. NUMBER OF COPIES: three (3) hard copies BOUND (marked "COPY").~~
(1 original + 3 copies = 4 total submittals).

REPLACE WITH:

NUMBER OF SUBMITTAL PACKAGES: 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).

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

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



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FEBRUARY 1, 2024

ADDENDUM 2

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-17 - PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX

SUBMITTAL DUE DATE: FEBRUARY 13, 2024, NO LATER THAN 2 PM, 4970 CITY HALL
BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286

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QUESTIONS/ANSWERS:

Q1: I think the first question we had related to why the RFP was divided into (2) phases: SD & Cost Estimating and DD-CA. From what I understand, that is not typical.

A1: **This project is not currently funded beyond Schematic. The project will experience a pause while the City evaluates funding options.**

Q2: Additionally, the scope of services under Part II of the RFP (pp. 18) describes the design and construction of the training facility, however, in the project description further down on the same page, there is a requirement for programmatic planning and other needs assessments. This is repeated on pages 20 and 21 under Section 2.0 Anticipated Tasks.

A2: **This project requires programmatic planning and needs assessment in order to establish the building program and accurate estimating. If funding is allocated, we would move forward with design and construction with the same firm selected.**

Q3: Was the scope of work perhaps copied and pasted from a previous RFP because that doesn't seem to make sense for the project outlined in this RFP?

A3: **This is a project specific scope of work.**

Q4: Lastly, there is not a specific budget outlined for this project, which makes it difficult for us to determine the feasibility of the project based on our firm's current capacity and staffing criteria.

A4: **During Programming the budget would be established.**

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



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JANUARY 22, 2024

ADDENDUM 1

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-17 - PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX

SUBMITTAL DUE DATE: FEBRUARY 13, 2024, NO LATER THAN 2 PM, 4970 CITY HALL BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286

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QUESTIONS/ANSWERS:

1Q: Could you please clarify for me when is/was the pre-proposal meeting? In reading the following paragraph, it implies that there is such a meeting, but I did not see a specified date.

Examination of Sites: Prior to submitting a proposal, each Proposer shall attend the mandatory pre-proposal and site meeting and examine the site and all conditions thereon. All proposals shall be presumed to include all such existing conditions as may affect any work to be done in this agreement. Failure to familiarize himself with such conditions will in no way relieve the successful Proposer from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications.

1A: The section referenced **ABOVE** contains language which doesn't apply to this project. Please **DELETE** the above section on page 8.

~~Examination of Sites: Prior to submitting a proposal, each Proposer shall attend the mandatory pre-proposal and site meeting and examine the site and all conditions thereon. All proposals shall be presumed to include all such existing conditions as may affect any work to be done in this agreement. Failure to familiarize himself with such conditions will in no way relieve the successful Proposer from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications.~~

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

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

City of North Port



**PROFESSIONAL ARCHITECTURAL AND ENGINEERING
SERVICES FOR THE CITY OF NORTH PORT
PUBLIC SAFETY TRAINING COMPLEX**

Request for Proposal No. 2024-17

PUBLIC NOTICE/ADVERTISEMENT

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

**RFP NO. 2024-17 - PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX**

It is the intent of the City of North Port to request proposals from experienced and qualified firms for professional architectural design and engineering services for the City of North Port Public Safety Training Complex.

PROPOSAL DUE DATE: February 13, 2024, on or before 2:00PM

Finance Department, Suite 337

4970 City Hall Boulevard, North Port, FL 34286.

Proposals Received After This Date and Time Will Not Be Opened.

EVALUATION AND RANKING: February 26, 2024, at 2:00PM

Finance Department, Suite 337-A,

4970 City Hall Boulevard, 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 <https://www.northportfl.gov/>. Proposal documents are also posted on the City External-Sharing FTP site at <https://rb.gy/eyqqv> (***select the Purchasing Folder and scroll to Project RFP 2024-17***); 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 Alla V. Skipper, Senior Contract Administrator at 941.429.7172. Requests for additional information or clarification must be submitted in writing email to purchasing@northportfl.gov. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **February 6, 2023, at 2 PM EST.**

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: January 10, 2024

www.northportfl.gov

www.demandstar.com

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ATTACHMENT C: Reference/Client Listing Form

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ATTACHMENT E: Disclosure Form (Consultant/Engineer/Architect)

ATTACHMENT F: Lobbying Certification

ATTACHMENT G: Non-Collusive Affidavit

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Note: City Insurance Requirements (see levels of coverage) and Indemnification are in the contract

***Note: See City Insurance Requirements (see levels of coverage) and Indemnification in the Contract**

STATEMENT OF NON-SUBMITTAL

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

We the undersigned have declined to submit a proposal on the requested service for **RFP No. 2024-17: PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX** 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 e-mailed to purchasing@northportfl.gov

PART I – GENERAL INSTRUCTIONS

1. PURPOSE:

Intent of RFP: It is the intent of the City of North Port (“City”) to contract for professional architectural design and engineering services for a Public Safety Training Complex (“Training Complex”). The Training Complex will include program elements for both Police and Fire Department training needs.

For this Request for Proposal (RFP), a “qualified architectural firm” means only those firms with prior, specific experience in the design of similar Police and Fire Department training complexes that have been constructed and are operational. The selected architectural firm will be required to assemble and lead a multi-disciplinary team of professionals to prepare and deliver Schematic Design Drawings, Design Development Drawings, and Construction Documents including but not limited to site plans, grading plans, drainage plans, building plans, structural plans, mechanical, electrical and plumbing (MEP) plans, force protection (FP) plan, stormwater treatment plans, landscape plans, and specialized plans for a 300 x 600 driving pad and an indoor shooting range. The design firm will work with a, City-contracted, Construction Manager at Risk throughout the design and construction process.

This RFP will be split into two phases. Phase one will be the preparation of Schematic Design Drawings and Cost Analysis. Phase two will include the preparation of Design Development Drawings, Construction Documents, and Construction Administration.

The proposed Training Complex will be constructed on two parcels of City owned property located at 6644 and 6664 W. Price Boulevard in North Port, Florida. The property currently contains an outdated driving track, a recently completed fire training tower/burn building, and a Utilities Department building and related structures. The Utilities Department is in the process of relocation to a newly constructed site within the city and the structures will be demolished shortly. The combined subject parcels are approximately 17.5 acres and are currently zoned for governmental use.

2. CONTRACT AWARD/TERM:

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

3. DEVELOPMENT COSTS:

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

4. DEFINITIONS:

AGREEMENT/CONTRACT: The terms “Agreement” and “Contract” refer to the agreement that may result from this RFP.

CITY: The term “City” refers to The City of North Port, Florida, or its City Commission, or City Manager or designee, as applicable.

CONSULTANT: The term "Consultant" refers to the Proposer/Firm after being awarded the contract.

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

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

PROPOSER: The terms "Proposer" or "the Firm" or "the Broker of Record" refers to anyone submitting a Proposal in response to this Request for Proposal.

PROPOSAL FORMS: The term "Proposal Forms" refers to the forms required to be submitted in accordance with this Request for Proposal.

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

RESPONSIVE PROPOSAL/REPLY/SUBMITTAL: The terms "Responsive Proposal", "Reply", and "Submittal" mean a reply submitted by a responsive and responsible Respondent which conforms in all material respects to the solicitation.

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

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

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

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

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

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

5. 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 last day for questions is **February 6, 2024, at 2:00 PM**

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 contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

The City will receive **SEALED** proposals hard copies and on a USB drive with the following information **clearly marked on the outside packaging (FedEx, UPS, USPS, etc.):**

RFP NO. 2024-17 PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX at the address below:

**City of North Port
Alla V. Skipper, CPPB, Senior Contract Administrator
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286**

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

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

8. PROPOSAL RESTRICTIONS:

To control the cost of preparation, submittals will be restricted to the requirements as described in Part -V - "Rules and Instructions" for preparing Proposals contained within this RFP.

9. EXAMINATION OF PROPOSAL DOCUMENTS/SITE:

Prior to proposal submission, Proposers shall carefully examine all provisions of this document, and all other related documents, including all modifications thereof, incorporated in the proposal package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

**REQUEST FOR PROPOSAL NO. 2024-17 - PROFESSIONAL ARCHITECTURAL AND ENGINEERING
SERVICES FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX**

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to Proposal due date (or shall be verbally addressed at the pre-proposal conference, if applicable)

It shall be the responsibility of the Proposer, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Division to determine if addenda were issued.

Examination of Sites: Prior to submitting a proposal, each Proposer shall attend the mandatory pre-proposal and site meeting and examine the site and all conditions thereon. All proposals shall be presumed to include all such existing conditions as may affect any work to be done in this agreement. Failure to familiarize himself with such conditions will in no way relieve the successful Proposer from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications.

10. CONFLICTS WITHIN SOLICITATION:

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

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

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 Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.”

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

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

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

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

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. VERIFICATION OF EMPLOYMENT STATUS – E-VERIFY:

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with City of North Port. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new

employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If City of North Port terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by City of North Port as a result of the termination of the contract.

21. PAYMENTS:

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

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

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

23. DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT:

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

24. 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.

27. NON-DISCRIMINATION:

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

28. 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.

29. STATE REGISTRATION REQUIREMENTS:

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

30. 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 those 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.

31. AMENDMENT:

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

32. PUBLIC RECORDS LAW: In accordance with Florida Statutes Section 119.0701, the Contractor must comply with all public records laws, and must specifically:

- (1) Keep and maintain public records required by the City to perform the service.
 - (a) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.
(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>)
 - (b) "Public records" means and includes those items specified in Florida Statutes Section 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. The Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during the term and in furtherance of this Contract.
- (2) Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (3) Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and if the Contractor does not transfer the records to the City following completion of the Contract, the Contractor must maintain the project records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- (4) Upon completion of the Contract, transfer, at no cost to the City, all public records in the 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 must 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 must comply with all applicable requirements for retaining public records.
- (5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270, publicrecordsrequest@northportfl.gov.**
- (6) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

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

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

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

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

34. 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.

35. NON-EXCLUSIVITY:

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

36. SCRUTINIZED COMPANIES: See and complete the attached form.

- A. Certification. As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must 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.

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- B. Requirements. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000 or more, the Contractor must certify on a form provided by the City, that all of the following are true:
- (1) The Contractor 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) The Contractor 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) The Contractor is not engaged in business operations in Cuba or Syria.
- C. Termination. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate this Contract.
- D. Penalty.
- (1) A Contractor 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 this Contract, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - (2) Will be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

37. JOINT VENTURES:

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

38. SUB-CONSULTANTS:

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

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

39. PRIOR CITY WORK:

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

40. USE OF INFORMATION FROM OTHER SOURCES:

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

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

41. 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.

42. DISQUALIFICATION:

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

43. RESPONSES / PROPOSAL RECEIPT:

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

44. FORCE MAJEURE:

- A. Should performance of any obligation created under this Contract become illegal or impossible by reason of:
- (1) A strike or work stoppage, unless caused by a negligent act or omission of either party;
 - (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - (4) A declared emergency of the federal, state, or local government; or
 - (5) Any other like event that is beyond the reasonable control of the non-performing party;
- then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance, provided that:
- (6) The non-performing party provides written notice within five (5) calendar days of the event of **force majeure**, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
 - (7) The excuse of performance is no greater in scope or duration than required by the event of **force majeure**;
- (1) No obligations of either party that arose before the **force majeure** are excused as a result of the event of **force majeure**; and
 - (2) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of **force majeure**. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of **force majeure** and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

45. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701:

Contractors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the city will not request documentation of or consider a contractor's social, political, or ideological interests when determining if the contractor is a responsible contractor. Contractors are further notified that the city's governing body may not give preference to a contractor based on the contractor's social, political, or ideological interests.

46. INSURANCE REQUIREMENTS: See form

47. INDEMNIFICATION: See form

By submitting a proposal, the Consultant acknowledges that they have read all the information in this solicitation and agrees to comply with all the of the RFP requirements.

END OF PART I

PART II – SCOPE OF SERVICE

Scope of Services:

The Public Safety Training Complex will be used to provide practical and realistic training for police, firefighting and emergency service personnel in a controlled environment that replicates actual conditions encountered by first responders. Architectural and engineering services, including facility systems and other specialty services for the design of the Public Safety Training Complex are required, including a master plan design for facility space needs of the current training site located at 6644 W. Price Boulevard, and a master plan design for a 300 x 600 driving pad located at 6664 W. Price Boulevard, in North Port. This could also include, but is not limited to, a new one-story building designed to occupy training offices, classrooms, indoor gun range, storage/vehicle storage, with an onsite simulation shoot house, 300 x 600 driving pad, urban search and rescue props, bulk storage, and emergency medical services training laboratory. The design concept should consider future police and fire training needs. A concept design based on the space needs will need to be developed, and if approved, full design and construction administration services as part of Phase two.

Background:

The City of North Port is a charter city located in Sarasota County, Florida, with a current population of approximately 76,652. North Port has a City Commission form of government, with the City Manager reporting to a five-member City Commission. Commissioners are elected and the mayor is selected by the Commission on a rotating basis.

Ongoing training is vital to the continued operational readiness of both the North Port Police Department and North Port Fire Rescue. The training tower for North Port Fire Rescue completed construction in January 2023 and is the only public safety dedicated training facility. The City's goal for this RFP is to have a complete bid package of design and engineering plans, and in collaboration with the City's Construction Manager at Risk, move forward with the bid solicitation process and ultimately award a Guaranteed Maximum Price (GMP) contract for construction followed by collaboration during the construction process.

Project Description:

The Consultant shall be responsible for developing detailed space program requirements. The program shall be developed through a series of interview sessions with staff members and executive staff, and stakeholders within the city.

The Consultant shall forecast and produce recommendations for the best practices that take into consideration a 10, 20 and 30 year look ahead for the following:

- Function of Police and Fire Department operations and training needs
- Understanding on how training will help ensure first responder personal safety
- Better serve staff and ultimately the citizens
- Role of government through its infrastructure
- Opportunities for efficiently shared space

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- Operational safety and security for City facilities with respect to the Commission for Florida Law Enforcement Accreditation and the Criminal Justice Information Services.

The Consultant will be responsible for developing massing models and concept designs that analyze, trends and various forms that a future building may adopt.

Work will include but is not limited to the following:

- Meet with Police, Fire, and City Staff to develop Space Programming and Master Planning
- Identify and determine, for each operational element, a set of specific space needs for both current and long-term projected operations
- Provide schematic floor plans indicating construction types, material quality standards and finishes. Specify minimum requirements for mechanical, electrical, plumbing, fire protections, audio/visual and fire alarm systems
- Incorporate sustainability and green building practices
- Being built to, or exceeding, current building standards to allow for protection from hurricane, terrorist or other known hazards.
- Renovations of existing spaces/roads
- Hardening buildings to protect against hurricane, terrorist, or other known hazards, expanding existing buildings.
- Landscape architecture
- Feasibility studies
- Concept Design
- Present Concept plan to City Commission
- Once approved schematic design, design development and construction administration services.
- Permitting services Utilities (electric, CATV telecommunications) associated with design plans project and construction administration.

Project Requirements:

The selected firm shall understand that time is of the essence for this project and shall complete the project on the following schedule. The facilities Space Needs Assessment and Concept Design shall be completed no later than 120 days of the written Notice to Proceed authorization.

Due to the unique characteristics and complexity of Law Enforcement/Public Safety Facilities, experience in the planning and design of this type of facility is an essential criterion for selection. As part of the proposal, firms are required to submit statements of qualifications and specified experience in Law Enforcement /Public Safety Facility Design on projects completed withing the past 10 years with emphasis of facility designs in Florida.

Minimum Consultant Qualifications:

1. As briefly described above, the selected architectural firm will lead a multi-disciplinary team of subconsultants (Consultant Team), with specific expertise in the design of similar Police and Fire Department training facilities that have been constructed in the State of Florida and are operational.
2. The Consultant Team will need to have an excellent working knowledge of all applicable Local, State, and Federal requirements including, but not limited to, the City of North Port Municipal Code, Local and State Building Codes, and the Americans with Disabilities Act as they relate to the design of a Public Safety Training Complex.
3. The Consultant Team should have experience with and be capable of conducting a public meeting in conjunction with City staff and presenting the project to the Planning Department and City Commission.

4. The Consultant Team should have experience in working with CMaR, and providing construction administration services for the Public Safety Training Complex.

1.0 CONSULTANT SERVICES

- 1.1. The Consultant's services may include, but are not limited to, strategic planning and logistics for the current training complex for both Police and Fire Department functions at the following location.
 - a. Current Training Complex Site– 6644 and 6664 W. Price Boulevard, North Port, FL 34291
 - b. At the City's discretion, Police and Fire Department functions in additional facilities may also be included.
- 1.2. Generally, the new Public Safety Training Complex will consist of the following functional elements:
 - a. Classrooms
 - b. Training Offices for Police and Fire Personnel
 - c. Indoor Gun Range
 - d. Driving Pad 300 X 600 (minimum)
 - e. Simulation Shoot House

2.0 ANTICIPATED TASKS

The scope of services will be divided into tasks, which may include, but are not limited to:

- 2.1 Programming
 - a. Consultant shall be responsible for developing detailed space program requirements. The program shall be developed through a series of interview sessions with both police and fire departments, other applicable city departments, and stakeholders within the City.
 - b. Consultant shall verify and utilize current City space standards, develop adjacency requirements, and create a new "modus operandi" that integrates emerging technologies used in government. Review of the city job classifications and functions are to be included. Consultant shall develop bubble, adjacencies and stacking diagrams.
 - c. Consultant shall forecast and produce recommendations for best practices that take into consideration a 10-year, 20-year and 30-year look-ahead, for the following:
 - i. Function of Police and Fire Departments training facility
 - ii. Understanding how constituents can be better served
 - iii. Role of government through its infrastructure
 - iv. Opportunities for efficiently shared spaces

- v. Considerations for remote employee “e-Work”
- vi. Operational safety and security for the Police and Fire departments facilities with respect to federal agency guidelines, as well as health considerations as the result of COVID-19

2.2 Needs Assessment

a. New City Facility (site-known):

Consultant shall be responsible for developing massing models and concept designs that analyze visions, trends, and various forms that a future building may adopt for specific and/or generic sites. Consultant shall provide evaluation of applicable zoning codes and conduct interviews with Development Review Coordination staff.

- b. Consultant shall identify permitting agencies having jurisdiction and shall identify all necessary permits from local, state, and federal agencies, including all other applicable codes and standards.
- c. Consultant shall provide security analysis and take necessary measures for the development of both active and passive security systems inside and around the site. Consultant will be tasked with development of minimum standards and how to address protection of staff and the public.
- d. Consultant shall develop order of magnitude estimates for probable construction costs, based on the project’s total proposed construction area(s), design quality level, and other relevant factors. Consultant shall prepare possible development phasing plans that allow the City to strategize on its capital improvement program budgets.

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

END OF PART II

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

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

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

EVALUATION CRITERIA	VALUE	ASSIGNED VALUE	WEIGHT 1-10	SCORE
1. Qualification of Firm	(0-5)	-----	x 2	=20 max
2. Key Personnel	(0-5)	-----	x 7	=35 max
3. Projects Understanding & Approach	(0-5)	-----	x 3	=15 max
4. Proficiency in Similar Projects	(0-5)	-----	x 7	=35 max
5. Overall Impression of the firm, Its Capabilities & References	(0-5)	_____	x 1	=5 max
TOTAL SCORE =100 MAX				

THE CRITERIA BELOW WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:

EVALUATION CRITERIA	VALUE	ASSIGNED VALUE	WEIGHT	SCORE
MBE /WBE/VBE Certification				
A. Certified Minority		Value of 3	X1	=3 max
B. Non-certified or N/A		Value of 0	X1	=0

TOTAL SCORE =103 MAX

REMARKS: Minority, Women and Veteran Owned Business Enterprise have a point value of either 0 or 3.

SCORING:

1. The Committee will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
 - a) Committee member will score each Proposer 0 through 5 (5 being the highest score) on each criterion unless the score for the criteria score is processed with a calculated formula.
 - b) The score will be multiplied by the criteria weight. The total raw score obtainable is 100 and bonus points (applicable preference points) will be added to the total points scored.
 - c) Each total raw score will be converted to an ordinal score.

2. Ordinal Scores are determined as the order of preference based on the individual member’s raw scores.
 - a) The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
 - b) The individual ordinal score for each proposer by each committee member are added together for a total ordinal score.

3. The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.

4. The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:
 - a) Adjust their scoring based on committee discussion; or
 - b) Re-rank the proposers based on committee discussion; or
 - c) Determine a ranking by the consensus of the committee.

5. The Committee will hold a ‘closed’ meeting (telephone discussions) with each of the proposers to further clarify the City’s requirements and the Proposer’s proposals prior to the public ranking meeting.

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

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

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

If presentations are not requested: Contract negotiations will then commence with the top ranked firm pending City Manager approval. The department will prepare the agenda item for the next available commission meeting and request the City Commission to approve the contract and authorize the City Manager to execute the contract with the top ranked, responsive and responsible firm.

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

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

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

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

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

<u>EVENT SCHEDULE</u>	<u>DATE/TIME (EDT)</u>
1. Issuance of Proposal	January 10, 2024, 8:00 AM
2. Deadline to Submit Questions/Inquiries	February 6, 2024, 2:00 PM
3. Submittal Due Date	February 13, 2024, 2:00 PM
4. Telephone Discussions (Closed to Public) <i>Meeting will be held via <u>Microsoft Teams</u> with all responsive & responsible Proposers.</i>	February 26, 2024, 9:00 AM
<i>Further Instructions will be provided to all Proposers with precise time slots.</i>	
<i>This meeting is recorded.</i>	
6. Evaluation and Ranking Committee Meeting (Open to Public) <i>City Hall, Room 377A</i>	February 26, 2024, 2:00 PM
<i>This meeting is recorded, and minutes are taken.</i>	
7. Negotiations Team Meeting (Closed to Public)	TBD
8. CONTRACT TO COMMISSION	TBD

END OF PART III

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

1. RULES FOR PROPOSALS

A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. Any questions regarding a project or submittal shall be **directed to Purchasing**. There shall not be any contact between a Proposer and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Proposer. Any Proposer contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.

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

D. The Proposal will either be typed or completed legibly (handwritten) in blue ink. The Proposer's authorized agent will sign the Proposal Forms in blue ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.

E. Proposer Registration with DemandStar is **not** required. The City utilizes www.DemandStar.com for their vendor database system: planholder list, and notification availability (ie. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Proposer to complete a registration application with DemandStar to be recommended for the award of any Agreement. DemandStar is the City's method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Proposer. Proposers may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling 800. 711.1712. **Note: If you are already registered with DemandStar for the City of North Port, you do NOT need to register again.**

Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the city web site at www.cityofnorthport.com. Proposal documents are also posted on the City FTP site at <https://www.cityofnorthport.com/files> (**select the Purchasing Folder and scroll to Project RFP 2024-17**); however, addendums are only posted on www.demandstar.com.

PROPOSAL FORMAT/REQUIREMENTS

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

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

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

TAB 1 - TRANSMITTAL LETTER: Provide a Letter on Interest indicating the project for which the firm is applying, and your firm's commitment to the project. The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the firm to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP. **(Maximum 2 single-sided page)**

TAB 2 - DOCUMENTS

Licenses and Certifications – Provide copies of required licenses and certifications.

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

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

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

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

Additional Information: Any other pertinent information the proposer chooses to provide.

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

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

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

Title and Location. Title and location of project

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

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

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

Point of Contract Telephone Number. Self-explanatory.

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

TAB 4 - REFERENCES /CLIENT LISTING:

ATTACHMENT C: Include at least two (2) References and no more than five (5) References within the last 10 years of projects with similar scope as listed in this RFP.

The Project Manager and the key project members in the proposed project team must show relevant experience in five (5) referenced similar projects.

Information should include:

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

Attachment D: REFERENCE AND PERFORMANCE QUESTIONNAIRE VERIFICATION FORM with proposal Submittal. E-mail the form to references and include completed forms with proposal submission.

TAB 5 - LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The proposer shall provide details on the scale and amount of liability insurance held.

TAB 6- GO TO NEXT PAGE

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

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

REQUIRED SUBMITTAL FORMS: Provide fully executed forms.

- ___ **ATTACHMENT A:** Proposal Submittal Signature Form
- ___ **ATTACHMENT B:** Statement of Organization
- ___ **ATTACHMENT C:** Reference/Client Listing Form
- ___ **ATTACHMENT D:** Reference Form
- ___ **ATTACHMENT E:** Disclosure Form (Consultant/Engineer/Architect)
- ___ **ATTACHMENT F:** Lobbying Certification
- ___ **ATTACHMENT G:** Non-Collusive Affidavit
- ___ **ATTACHMENT H:** Conflict of Interest Form
- ___ **ATTACHMENT I:** Public Entity Crime Information
- ___ **ATTACHMENT J:** Drug-Free Workplace
- ___ **ATTACHMENT K:** Scrutinized Company Certificate
- ___ **ATTACHMENT L:** E-Verify System

***Note: See City Insurance Requirements (see levels of coverage) and Indemnification in the Contract**

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

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

1. ___ **YES, CLAIMING STATUS AS PRIME ONLY (MBE/WBE/VBE)**

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

2. ___ **NOT CLAIMING MBE/WBE /VBE**

PLEASE INITIAL AND RETURN WITH YOUR PROPOSAL. _____
INITIALS

THIS PAGE MUST BE COMPLETED AND SUBMITTED

METHOD OF SUBMITTAL:

- 1. NUMBER OF SUBMITTAL PACKAGES:** One (1) original hard-copy **UNBOUND** (marked “**ORIGINAL**”) and signed in blue ink. **NUMBER OF COPIES:** three (3) hard copies **BOUND** (marked “**COPY**”).
(1 original + 3 copies = 4 total submittals).
- 2. NUMBER OF PAGES:** The proposal **shall not exceed (50) pages (one-sided)** in length. ***(The Title Page, City Required Forms, resumes and tabs do not count towards the TOTAL NUMBER OF PAGES.)***

When compiling a response, sections should be tabbed and labeled. Pages should be sequentially numbered at the bottom of the page. Hard copy Proposals should be bound to allow flat stacking for easy storage. Do not use three ring binders of any kind. Sections should be compiled in the sequence listed above.

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

- 3. PAPER/FONT SIZE:** LETTER SIZE: 8.5”x11” /FONT SIZE: Calibri 11, PDF FORMAT.
- 4. USB FLASH DRIVE:** One (1) electronic version as a Portable Document Format (PDF) **on a** USB Drive containing the entire submittal. **CDs will not be accepted.**

THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

PART V.

CITY REQUIRED FORMS TO BE COMPLETED AND SUBMITTED

(SEE: list of Attachments A through L, on page 29)

ATTACHMENT B:

**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 _____

Federal Identification Number: _____

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

Specify Name: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Names of Officers:

President: _____ **Secretary:** _____

Vice President: _____ **Treasurer:** _____

Director: _____ **Director:** _____

Other: _____ **Other:** _____

Name of Corporation (As used in Florida):

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

Corporate Address:

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

Print Name and Title of person authorized to bind the company (provide list):

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

**ATTACHMENT C
REFERENCES/CLIENT LISTING**

Include at least two (2) References and no more than five (5) References within the last 10 years of projects with similar scope as listed in this RFP.

The Project Manager and the key project members in the proposed project team must show relevant experience in five (5) referenced similar projects.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ E-mail _____

Address _____

Phone Number _____

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

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ E-mail _____

Address _____

Phone Number _____

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

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ E-mail _____

Address _____

Phone Number _____

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

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ E-mail _____

Address _____

Phone Number _____

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

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ E-mail _____

Address _____

Phone Number _____

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

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

COMPANY NAME: _____

SIGNATURE: _____

ATTACHMENT D
REFERENCE AND PERFORMANCE QUESTIONNAIRE VERIFICATION FORM

RFP 2024-17 Professional and Engineering Services for the City of North Port Public Safety Training Complex

It is the intent of the City of North Port to request proposals from experienced and qualified firms for professional architectural design and engineering services for the City of North Port Public Safety Training Complex.

1. Contractor Information (Proposer information)
FIRM NAME: _____
ADDRESS: _____
Telephone number#: _____
E-mail: _____
Point of Contact _____ Contact Phone Number _____
2. Worked Performed as _____ Prime _____ Sub Contractor _____ Joint Venture _____ Other (Explain) _____ Percent of project work performed _____% If Subcontractor, who was the prime (Name/Phone #) _____
3. CONTACT INFORMATION Contract Number: _____ Contract Type: _____ Firm Fixed Price _____ Cost Reimbursement _____ Other (please specify): _____ Contract Title: _____ Contract Location: _____ Award Date (mm/dd/yy) _____ Actual Completion Date: _____ Original Contract Price (Award Amount): _____ Final Contract Price (to include all modifications, if applicable): _____ Explain the Difference: _____
4. PROJECT DESCRIPTION: Complexity of Work _____ HIGH _____ MED _____ ROUTINE _____ How is this project relevant to project submission?
5. CLIENT INFORMATION Name: _____ Title: _____ Name of Entity: _____ Phone Number: _____ E-Mail: _____

PERFORMANCE EVALUATION	(CHECK) "YES" OR "NO"
1. Was the scope of work performed similar in nature?	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
2. Did this company have the proper resources and personnel by which to get the job done? If no, please describe: _____ _____	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
3. Were any problems encountered with the company's work performance? If yes, please describe: _____ _____	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
4. How long did the company/individual work for you?	Years: _____ Months: _____
5. On a scale of 1 to 10, 10 being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)	_____
6. If the opportunity were to present itself, would you rehire this company? If no, please state why: _____	<input type="checkbox"/> YES OR <input type="checkbox"/> NO
7. Date Questionnaire completed	(mm/dd/yy) _____

8. Please provide any additional comments pertinent to this company and the work performed for you (you may use additional pages): _____

Signature

Date this was completed: _____

NOTE: REQUESTS THAT THE CLIENT COMPLETES THIS FORM AND SUBMITS DIRECTLY BACK TO THE PROPOSER. THE PROPOSER WILL SUBMIT THE COMPLETED FORM WITH THEIR PROPOSAL. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT THE FORM DIRECTLY TO THE PROPOSER. HOWEVER, MAY BE DIRECTLY SUBMITTED TO: PURCHASING@NORTHPORTFL.GOV REFERENCING THE RFP #: 2024-17.

THE CITY RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

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

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

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

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

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

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

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

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

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

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

COMPANY NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

Attachment F

CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Representative

Name

Title

Date

Attachment G

NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority ("Affiant"), personally appeared:

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

1. Affiant is the _____ *[insert Owner, Partner, Officer, Representative or Agent]* of _____, *[insert name of Contractor]* the Respondent that has submitted the attached reply;
2. Affiant is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted: or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed, and delivered on _____, 20_____.

Signature

Printed Name

Title

SWORN ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2024, by _____.

Notary Public

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

Attachment H
CONFLICT OF INTEREST FORM

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. *[Select and complete all that apply]:*

_____ I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: _____

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

Identify the name of the spouse or child: _____

_____ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "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 Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity _____

_____ Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member

_____ None of the Above

PART II: Will you 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 will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.

Signature of Person Authorized to Bind the Contractor

Printed Name

Title

Date

Attachment I

PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the Contractor, have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: _____ Fax #: _____

Federal ID #: _____ Email: _____

Signature of Contractor’s Authorized Representative

Name and Title of Contractor’s Authorized Representative

Date

SWORN ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 2024, by _____.

Notary Public – State of Florida

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

Attachment J
DRUG FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,
_____ (Company Name):

1. Publishes 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. Informs 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. Gives 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), notifies 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. Imposes 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. Makes a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

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

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

Signature

Printed Name

Title

Date

Attachment K

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor 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 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:

Signature of Contractor's Authorized Representative

Name

Title

Date

Attachment L

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

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

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

VENDOR: _____ (Vendor's Company Name)

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

PART VI.

CITY SAMPLE CONTRACT

CONTRACT NO.2024-17
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX

This Contract No. 2024-17 Professional Architectural and Engineering Services for the City of North Port Public Safety Training Complex (“Contract”) is made and entered by and between the City of North Port, Florida, a municipal corporation of the State of Florida, (“City”) and xxxx, Inc., a xxx Profit corporation registered to conduct business in the State of Florida, with a local business address of xxxx, City, FL, zip code (“Consultant”).

NOW, THEREFORE, for and in consideration of the mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. CONSULTANT’S SERVICES; TERM

- A. Consultant agrees to diligently and timely perform services for the City Professional Architectural and Engineering Services for the City of North Port Public Safety Training Complex as identified in the Request for Proposal (“RFP”) No. 2024-17 and Consultant’s proposal submitted MONTH DATE, 2024. The overall Scope of Services is described in the attached Exhibit A (“Scope of Services”) with detailed tasks and associated fees as described in the Fee Schedule as attached Exhibit B (“Fee Schedule”).
- B. This Contract must commence immediately upon the date of execution of this Contract by both the City and Consultant (“Effective Date”) and upon Consultant’s receipt of a written Notice to Proceed from the Project Manager and must continue through the completion of the project as described in the Project Schedule as attached in Exhibit C (“Project Schedule”). The expected completion date for Phases A and B is MONTH, YEAR.

2. COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES

A. COMPENSATION

- (1) Consultant must perform the Scope of Services, for pre-construction and construction services in the amount of AMOUNT (\$). This fee 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 Contract. The fee must conform with the Fee Schedule
- (2) A claim for reimbursement for these expenses must not be made to the City.
 - a. Travel related expenses and costs including labor.
 - b. Four (4) sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, fax, copies, printing, and postage.
 - d. Subcontractor/subconsultant mark-up.

- (3) The City's performance and obligation to pay under this Contract are contingent upon an appropriation by the City Commission.

B. METHOD OF PAYMENT

- (1) The City pays Consultant 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 Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. Consultant must 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.
- (2) For those specific services that were partially completed, progress payments will be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
- (3) Consultant's invoices must be in a form satisfactory to the City of North Port Finance Department, who will initiate disbursements.
- (4) Payment due dates, late payments, and interest will be calculated, paid, and assessed in accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq*.

3. INDEMNITY

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE CONTRACT WORK. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. FURTHER, THE CONSULTANT MUST FULLY INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL 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.**
- C. The City must provide all available information and assistance that the consultant may reasonably require regarding any claim. In the event of a claim, the city must promptly notify the consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Contract.

- D. 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 consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party must be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- E. This Contract must not be deemed to affect the rights, privileges and immunities of the city as set forth in Florida Statutes Section 768.28.
- F. The terms of this section survive the termination or completion of this Contract work.

4. CONSULTANT'S INSURANCE

A. INSURANCE

Before performing any work, Consultant must procure and maintain, during the life of the Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of 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 the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Consultant.

- (1) Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit). The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.
- (2) Comprehensive Commercial General Liability Insurance: 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.
- (3) Automobile Insurance: To include all vehicles owned, leased, hired, and non-owned vehicles limits of not less than \$1,000,000 per person; \$1,000,000 per accident; and \$1,000,000 property damage, with contractual liability coverage for all work performed under this Contract.
- (4) Professional Liability Insurance: Minimum \$2,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage must be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the

event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy precedes the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

B. WAIVER OF SUBROGATION

All required insurance policies (except professional liability) are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, the Consultant, its officers, officials, agents, employees, volunteers, and any sub-consultants, 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 for which the Consultant or its agents may be responsible.

C. POLICY FORM

- (1) All policies required by this Contract, with the exception of Professional Liability and Workers Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, and employees, as additional insureds as their interest may appear under this Contract. Claims Made Policies will be accepted for professional liability and 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 in this Contract must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- (2) Insurance requirements itemized in this Contract and required of Consultant, must be provided by or on behalf of all sub-consultants to cover their operations performed under this Contract. Consultant must be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.
- (3) Each insurance policy required by this Contract must:
 - a. Apply separately to each insured against whom a claim is made, and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. Consultant

is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.

- (4) The City must retain the right to review, at any time, coverage, form, and amount of insurance.
- (5) **The procuring of required policies of insurance must not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of CONSULTANT'S liability for indemnity of the CITY must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.**
- (6) Consultant must be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and must 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. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Consultant 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.
- (7) All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704, or equivalent). 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 must be received by the City's Purchasing Office before Consultant will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements provided herein.
- (8) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract must be provided to Consultant's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. Consultant must be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of Consultant under this Contract. Consultant must, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents, and data.

- B. If Consultant is comprised of more than one legal entity, each entity must be jointly and severally liable.
 - C. Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Consultant), to solicit or secure this Contract 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 Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Contract.
 - D. Consultant must perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered. Consultant covenants and agrees that it and its employees must be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Contract. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
 - E. Consultant must comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof. 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. Consultant must not administer this Contract 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. Consultant must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which must be available and accessible at Consultant's offices for inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records must be retained for a minimum of three (3) years after completion of the services.
6. **PUBLIC RECORDS LAW:** In accordance with Florida Statutes, Section 119.0701, Consultant must comply with all public records laws, and must specifically:
- A. Keep and maintain public records 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, Section 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. Consultant's records under this Contract include but are not

limited to, supplier/subcontractor/subconsultant invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

- 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 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 this Contract term and, if Consultant does not transfer the records to the City following completion of this Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of this Contract, transfer, at no cost, to the City all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of this Contract, Consultant must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of this Contract, Consultant must meet all applicable requirements for retaining public records.
- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@northportfl.gov.**

7. OWNERSHIP AND USE OF WORK PRODUCT

- A. It is understood and agreed that the Consultant must deliver to the City the Consultant's work product, including reports and other documents and data developed in connection with its services; this work product will become the City's property upon receipt. The Consultant hereby assigns all its copyright and other proprietary interests in the work product to the City.
- B. The Consultant may not use any of the work product on any non-City project unless the City agrees in writing. The City's reuse of the work product on other projects will be at the City's risk.
- C. The City records all land related changes and/or activities in its corporate based Geographic Information System (GIS). The Consultant must provide the City at no additional cost all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of each project, as a project deliverable for inclusion into the City's GIS. GIS data files submitted in support of a

project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards as provided in writing by the Administrative Agent.

- D. Computer systems and databases used for providing the documents necessary to this Contract must be compatible with existing City systems. The Administrative Agent will advise the Consultant of the systems and databases in writing or in the Notice to Proceed, and upon any changes thereafter.

8. CONSULTANT PERFORMANCE

- A. The timely performance and completion of the required services is vitally important. Consultant must assign an Administrative Agent, together with such other personnel as are necessary for timely delivery of services pursuant to the requirements of this Contract. Consultant's personnel assigned to perform the services of this Contract must comply with the information presented in the professional services response proposal made a part hereof by reference. Consultant must 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 Consultant's key personnel must receive the City's Administrative Agent's written approval before any changes or substitution can become effective.
- B. The services to be rendered by Consultant must commence within one (1) calendar week of Consultant's receipt of written Notice to Proceed from the City.
- C. Consultant specifically agrees that all work performed under the terms and conditions of this Contract must be completed within the time limits as set forth, subject only to delays caused through no fault of Consultant or the City.
- D. Consultant agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City must be advised at the City's request, and in writing, as to the status of work to be performed by Consultant.
- E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by Consultant which delay the Project Schedule completion date, the City must not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

9. CITY OBLIGATIONS

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. The responsibility of the City's Administrative Agent will include:
 - (1) Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by Consultant, and render in writing, decisions pertaining thereto within a reasonable time.

- (2) Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
 - (3) Review for approval or rejection all Consultant's documents and payment requests.
- B. The City will, upon request, furnish Consultant with all existing data, plans, studies, and other information in the City's possession which may be useful in connection with the work of this Project, all of which must be and remain the property of the City and must be returned to the City's Administrative Agent upon completion of the services to be performed by Consultant.
- C. The City's Administrative Agent will conduct periodic reviews of the work of Consultant necessary for the completion of Consultant's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist Consultant. The availability and necessity of additional City personnel to assist Consultant will be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The City must not provide any services to Consultant in connection with any claim brought on behalf of or against Consultant.

10. TERMINATION

- A. City's Termination With or Without Cause. The City Manager or designee may terminate any Work and this Contract, or both, with or without cause, in whole or in part, whenever the City Manager or designee determines that termination is in the City's best interest.
- (1) The City may effectuate termination by delivering to the Consultant a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the Work is terminated and the date upon which the termination becomes effective.
 - (2) Except as otherwise directed in the notice, the Consultant must: (i) cease all work on the date of receipt of the notice of termination or other date specified in the notice; (ii) place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of the portion of the Work not terminated; (iii) terminate all vendors and subcontracts; and (iv) settle all outstanding liabilities and claims.
 - (3) The Consultant must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services.
 - (4) The City will pay the Consultant for the portion of the terminated Work completed prior to delivery of the notice of termination. The City has no obligation under any circumstance to

make any payment to the Consultant for terminated Work that has not been performed or that is performed after delivery of the notice of termination.

- B. Non-Appropriation: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. 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 must not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission. No liability must arise, if a request for such appropriations is excluded from the budget approved by the City Commission. Notwithstanding the foregoing, any commissioner, officer, employee, director, member or other natural person or agent of City must not have any personal liability in connection with the breach of the provisions of this section or in the event of a default by City under this section. This Contract must not constitute an indebtedness of City, or an obligation for which the City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. If funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will pay any outstanding invoices for work completed by the Consultant prior to such termination.
- C. Termination for Abandonment. If the Consultant abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Consultant indicating the intention to do so. The written notice must state the evidence indicating the Consultant's abandonment.
- D. Termination for Non-Civility. The Consultant agrees that its employees and agents will communicate with City employees and members of the public in a civil manner. Any aspect of the Consultant's performance, including complaints received from City employees or members of the public, may cause the City to terminate this Contract in accordance with the provisions contained herein.
- E. Consultant's Termination. The Consultant may terminate this Contract only in the event the City fails to pay the Consultant's properly documented and submitted payment request within ninety (90) calendar days of the Administrative Agent's approval, or if the City suspends a project for longer than ninety (90) calendar days.
- F. Court Proceedings. The City Manager or designee reserves the right to terminate this Contract immediately in the event the Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Consultant, or an assignment is made for the benefit of creditors.
- G. Breach. In the event the Consultant is in breach of this Contract, the City must provide written notice of the breach and the Consultant will have ten (10) calendar days to cure, calculated from the date the Consultant receives the notice. If the Consultant fails to cure within the ten (10)

calendar days, the City Manager or designee may immediately terminate this Contract and/or refuse to make any additional payment, in whole or in part, and may demand the return of a portion or the entire amount previously paid to the Consultant due to:

- (1) The quality of a portion or all the Consultant's Work not being in accordance with the requirements of this Contract;
- (2) The quantity of the Consultant's Work not being as represented in the Consultant's payment request, or otherwise;
- (3) The Consultant's rate of progress is, in the City's reasonable opinion, whether Substantial Completion, Final Completion, or both, inexcusably delayed;
- (4) The Consultant's failure to pay the Consultant's project related obligations, including but not limited to subcontractors, subconsultants, laborers, materialmen, equipment, and other suppliers;
- (5) Claims made, or likely to be made, against the City or its property;
- (6) Loss caused by the Consultant;
- (7) The Consultant's failure or refusal to perform any of its obligations to the City, after written notice and a reasonable opportunity to cure, as set forth above; or
- (8) Violation of any local, state, or federal law in the performance of this Contract constitutes a breach of this Contract.

H. Waiver. Any delay or failure to enforce any breach of this Contract by either the City or the Consultant will not be binding upon the waiving party unless the waiver is in writing. In the event of a written waiver, the waiver will not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

I. E-Verify Violation.

- (1) If the City has a good faith belief that the Consultant has knowingly violated Florida Statutes Section 448.09(1), the City may immediately terminate this Contract.
- (2) If the City has a good faith belief that a subcontractor/subconsultant has knowingly violated Florida Statutes Section 448.09(1), but the Consultant has otherwise complied, then the City must without delay notify the Consultant and order the Consultant to immediately terminate its contract with the subcontractor/subconsultant.

(3) The Consultant must comply with Florida Statutes Section 448.095(2) for any challenge to termination of this Contract under this Section.

- J. Remedies. In the event of a default or breach of this Contract terms, the City may avail itself of every remedy given to it now existing at law or in equity, and every remedy must be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in the order as the City deems expedient. The exercise, or the beginning of the exercise, of one remedy must not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies set forth in this Contract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11. INDEPENDENT CONTRACTOR

- A. The relationship between the Consultant and the City is that of an independent contractor. Nothing contained herein will be deemed or construed as creating the relationship of employer-employee, principal-agent, partnership, or joint venture between the parties. It is understood and agreed that no provision contained herein, or any acts of the parties, will be deemed to create any relationship between them other than that as detailed herein. The Consultant retains sole and absolute discretion and judgment in the manner and means of carrying out the services, within the established rules and regulations of the City.
- B. The Consultant is not entitled to any salary or benefits other than the compensation described in Section 2 of this Contract. The Consultant must provide, at their sole expense, all supplies and materials needed for the services that are not otherwise provided by the City.

12. WAIVER

Any delay or failure to enforce any breach of this Contract by either City or Consultant must not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

13. NO HIRE

CONSULTANT must not hire any City employee associated with this project throughout the duration of this Contract and for a period of one (1) year after completion.

14. NOTICES

Except as specified elsewhere in this Contract, all notices provided for in this Contract must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

THE CITY'S ADMINISTRATIVE AGENT:

Kim Humphrey, Project Manage
City of North Port Public Works
1100 North Chamberlain Blvd.
North port, FL 34286
TEL: 941.240.
Email: khumphrey@northportfl.gov

WITH COPIES OF NOTICES TO:

City of North Port, Florida
City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@northportfl.gov

CONSULTANT'S REPRESENTATIVE:

Contact name:
Company name:
Street address:
TEL
EMAIL:

15. CONFLICTS

In the event of any conflict between the provisions of this Contract and RFP No. 2024-17 or Consultant's response, which are made a part hereof by reference, this Contract must control.

16. E-VERIFY SYSTEM: Upon entering into this Contract, the Consultant must be registered with and must continue during the term of this Contract to use the Department of Homeland Security E-Verify System as required by Section 448.095, Fla. Stat., Employment Eligibility, including but not limited to, verifying the work authorization status of all newly hired employees, and requiring all subcontractors/subconsultants to provide an affidavit attesting that the subcontractor/subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant must maintain a copy of such affidavit for the duration of the contract.

17. SCRUTINIZED COMPANIES

- A. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
- B. As required by section 287.135(5), Florida Statutes, for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity must certify on a form provided by the City, that all of the following are true:

- (1) It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and
- (2) It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and
- (3) It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

- (1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of this Contract terms and the City may terminate the Contract.
- (2) A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
- (3) A person or entity that has been found to have provided a false certification must 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.

18. FORCE MAJUERE

A. Should performance of any obligation created under this Contract become illegal or impossible by reason of:

- (1) A strike or work stoppage, unless caused by a negligent act or omission of either Party;
- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:

- (6) The non-performing party provides written notice within five (5) days of the event of *force majeure*, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
 - (7) The excuse of performance is no greater in scope or duration than required by the event of *force majeure*;
 - (8) No obligations of either party that arose before the *force majeure* are excused as a result of the event of *force majeure*; and
 - (9) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of *force majeure*. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Contract must be temporarily suspended during, but not longer than, the continuance of the event of *force majeure* and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance must not be excused under this section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this section.

19. MISCELLANEOUS

- A. Authority to Execute Contract. The signature by any person to this Contract must be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and must inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Contract. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- D. No Agency. Nothing contained in this Contract must be deemed or construed as creating the

relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that any provision contained in this Contract, or any acts of the Parties must not be deemed to create any relationship between them other than that as detailed herein.

- E. Severability. If any court holds that any provision of this Contract to be illegal, invalid, or unenforceable, the remaining provisions must be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant must not be construed as a waiver of a subsequent breach by the other party.
- F. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Contract and do not affect its construction.
- G. Complete Contract. This Contract incorporates and includes all prior negotiations, correspondence, contracts, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. This Contract supersedes all other contracts between the parties, whether oral or written, with respect to the subject matter.
- H. Amendment. No amendment, change, or addendum to this Contract is enforceable unless agreed to in writing by both parties and incorporated into this Contract. Any amendments changing City's financial obligations under this Contract must require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all contract amendments on behalf of City that do not change City's financial obligations under this Contract.
- I. Assignment. The Consultant must not assign this Contract or any right or responsibility herein unless with the written consent of the City.
- J. Non-Discrimination. 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. The Consultant must not administer this Contract 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.

IN WITNESS WHEREOF, the parties have executed this Contract as follows.

**CONSULTANT
, Inc.**

By: _____ (Signature)
_____ (Title)

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2024, by _____ (name) as _____ (title) for _____ (entity).

Notary Public

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

Approved by the City Commission of the City of North Port, Florida on _____,
2024.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

Contract NO. 2024-17 - PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE CITY OF NORTH PORT PUBLIC SAFETY TRAINING COMPLEX

EXHIBIT "A" TO CONTRACT NO. 2024-17

**PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CITY OF NORTH PORT PUBLIC
SAFETY TRAINING COMPLEX.**

SCOPE OF SERVICES

EXHIBIT "B" TO CONTRACT NO. 2024-17

**PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE CITY OF NORTH PORT PUBLIC
SAFETY TRAINING COMPLEX
FEE SCHEDULE**

[insert Fee Schedule]

EXHIBIT "C" TO CONTRACT NO. 2023-41

CONSTRUCTION ENGINEERING AND INSPECTION FOR

PRICE BLVD IMPROVEMENTS FROM EAST OF SUMTER BLVD TO WEST OF TOLEDO BLADE BLVD

PROJECT SCHEDULE

[insert Project Schedule]