

City of North Port



**PROFESSIONAL ENGINEERING SERVICES AND C.E.I
(CONSTRUCTION ENGINEERING INSPECTIONS)**

FOR

**“CHEMICAL FEED IMPROVEMENTS AT MYAKKAHATCHEE CREEK
WATER TREATMENT PLANT AND BOOSTER STATIONS”**

Request for Proposal No. 2016-21

**REQUEST FOR PROPOSAL
PUBLIC NOTICE/ADVERTISEMENT
CITY OF NORTH PORT, FLORIDA**

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

RFP NO. 2016-21

PROFESSIONAL ENGINEERING SERVICES AND CEI FOR "CHEMICAL FEED IMPROVEMENTS AT MYAKKAHATCHEE CREEK WATER TREATMENT PLANT AND BOOSTER STATIONS"

It is the intent of the City of North Port to request proposals from experienced and qualified firms for professional Engineering services for the design and permitting services for the design, bidding services, and CEI of chemical process system improvements at the City's Myakka hatchee Creek Water Treatment Plant and two Booster Pump Stations.

SUBMITTAL DUE DATE: <i>Proposals may be mailed or hand delivered to Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, NO LATER THAN 2:00 PM, Tuesday, January 5, 2016. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE OPENED.</i>	<i>Tuesday, January 5, 2016 by 2:00 PM City Hall, Room 337</i>
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EVALUATION DISCUSSIONS AND RANKING COMMITTEE MEETING <i>(Open to Public)</i>	<i>Tuesday, January 12, 2016 at 2:00 P.M. City Hall, Room 244</i>
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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 <http://apps.cityofnorthport.com/ftpinfo/> and may be obtained by choosing Purchasing from the drop down menu; however, addendums are only posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Alla V. Skipper, CPPB, Contract Specialist at 941.429.7172. Requests for additional information or clarification must be submitted in writing via facsimile to 941.429.7173 or emailed to purchasing@cityofnorthport.com. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. 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 **December 28, 2015 at 2:00 P.M. (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: December 3, 2015
www.cityofnorthport.com
www.demandstar.com

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ATTACHMENTS:

STATEMENT OF NON-SUBMITTAL

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

We the undersigned have declined to submit a proposal on the requested service for RFP No. 2016-21: PROFESSIONAL ENGINEERING SERVICES AND CEI FOR **CHEMICAL FEED IMPROVEMENTS AT MYAKKAHATCHEE CREEK WATER TREATMENT PLANT AND BOOSTER STATIONS** for the following reason(s):

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

Remarks _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

E-MAIL ADDRESS: _____

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

PART I – GENERAL INSTRUCTIONS

1. PURPOSE:

A. Intent of RFP: The City of North Port hereinafter referred to as the “City” desires to contract for Professional Services. It is the intent of the City of North Port, Florida, to request proposals from professional engineering firms with specific experience in evaluating and recommending upgrades, repairs and improvements to; and, design and CEI services for, aluminum sulfate (alum) and ammonia chemical feed systems at Water Treatment Plants and booster pump stations.

B. BACKGROUND:

The City’s Myakkahatchee Creek Water Treatment Plant (MCWTP) treats water from two types of sources: 1) surface water from either the Myakkahatchee Creek or Cocoplum Waterway; and, 2) brackish water from a wellfield (i.e. 6 wells) open to the Intermediate Aquifer. Surface water is treated by two conventional filtration treatment trains; and brackish water is treated by two reverse osmosis (RO) treatment trains. Both treated waters combine into one of two clearwells before being pumped to storage tanks at the MCWTP site. From the on-site storage tanks, the MCWTP High Service Pumping Station pumps the finished water into the distribution system. The RO portion of the plant has been in service since 2013; and, Train 1 of the surface water plant has been in service since the 1960s and Train 2 since the 1970s. The plant is currently operated approximately 16 hours per day. All treatment trains are shut-down each night. While the treatment plant is down at night, demands are met by volume in the storage tanks and interconnects with the Peace River Manasota Regional Water Supply Authority.

Each of the two RO trains is a 0.75 MGD train; and, each of the two surface water trains is a 2.2 MGD a train. However, the flows to the trains are limited by source water quality, and total daily production is limited by the 16-hour day. In addition, the City’s Water Use Permit (WUP) limits the withdrawals from the source waters to 4.4 MGD combined surface and groundwater withdrawals on an annual average basis. The typical flow from the WTP is ~1.6 MGD, average annual based on 2014. This year’s (2015) production is not typical since one of the surface water treatment trains has been down nearly all year.

The City is currently experiencing the following issues:

1. The aluminum sulfate (alum) chemical feed system (photo at right) is aging and needs replacement.
2. The anhydrous ammonia system is a maintenance challenge.
3. Maintaining appropriate chlorine and ammonia residuals in the distribution system is challenging. For example, at the MCWTP and booster pump stations, while the chemical feed systems for sodium hypochlorite are paced on a 4-20 milliamp (mA) signal, the chemical feed systems for anhydrous ammonia are manually set.



The City has examined various options for ammonia addition (e.g. anhydrous ammonia, aqua ammonia, and ammonium sulfate) and has determined ammonium sulfate to be the best option for ammonia addition.

The City wishes to accomplish the following:

1. Replace the existing aging alum chemical feed system for the surface water treatment trains at the MCWTP;
2. Replace the existing anhydrous ammonia chemical feed system at the MCWTP and at two booster pump stations with ammonium sulfate chemical feed systems.
 - a. New ammonium sulfate chemical feed system at the MCWTP to be paced off a new ammonia analyzer.
 - b. New ammonium sulfate chemical feed system at each of two booster pump stations is to be paced off of the same 4-20 mA signal as the chlorine.

Water quality from the surface water sources is not always ideal. During certain times of the year, concentrations of sulfate and other parameters in the surface waters are above secondary maximum contaminant limits (SMCLs). Since construction of the RO trains in 2013, elevated sulfate and other parameters in the surface waters are handled by blending with the RO water. Although sulfate has been an issue in the past, and should be kept in mind during this evaluation and design, the City believes the use of ammonium sulfate remains a viable option for ammonia addition. However, the City requests the Engineer evaluate and confirm this is the case.

The existing alum feed system at the MCWTP includes two metering pumps. The alum system has two 6,595 gallon storage tanks replaced this year, 2015. This system currently does not have a day tank.

The existing anhydrous ammonia feed system at the MCWTP includes the following: A) 1,000 gallon gaseous anhydrous ammonia pressurized storage tank; and, B) two (2) gas pressure ammoniators.

The existing anhydrous ammonia feed systems at the Northeast and Southwest Booster Pump Stations each include the following: A) 1,000 gallon gaseous anhydrous ammonia pressurized storage tank; and, B) one (1) gas pressure ammoniator.

2. CONTRACT AWARD/TERM:

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

3. DEVELOPMENT COSTS:

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

4. DEFINITIONS:

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

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

CONSULTANT: The term "CONSULTANT" shall refer after award, said Proposer/Firm will be referred to as the consultant.

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

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

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

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

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

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

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

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

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

After award of contract - Changes to the originally proposed project team (Consultant Key personnel, Sub-consultants, Sub-consultant Key personnel, Principle, etc) shall be submitted to the City in writing. Acceptance of the change shall be the sole discretion of the City. In the event the City does not approve the amended project

team, the City has the option to terminate the contract. The City will reimburse the awarded Consultant for the work completed up to the time of termination.

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

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

5. 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 **December 28, 2015 at 2:00 p.m.**

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

6. PRE-PROPOSAL MEETING: A pre-proposal meeting will **not** be held for this project.

7. PROPOSAL SUBMISSION AND WITHDRAWAL

The City will receive **SEALED** proposals at the following address and clearly marked on the outside: **"RFP NO. 2016-21 PROFESSIONAL ENGINEERING SERVICES AND CEI FOR CHEMICAL FEED IMPROVEMENTS AT MYAKKAHATCHEE CREEK WATER TREATMENT PLANT AND BOOSTER STATIONS"** addressed to:

City of North Port
Alla V. Skipper, CPPB, Senior Contract Specialist
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.

8. INTERVIEWS-DISCUSSIONS/PRESENTATIONS: (NO PRESENTATIONS FOR THIS PROJECT)

The Selection Committee will conduct telephone discussion with all the responsive firms, regarding their qualifications, approach to the project, and ability to furnish the required services. The City may require presentations with no less than three (3) firms. The City will not be liable for any costs incurred by the Respondents in connection with such discussions/presentations (i.e. travel, accommodations, etc.). The discussions/presentations are closed to the public per Chapter 286, as amended, of the Florida Statutes.

9. PROPOSAL RESTRICTIONS:

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

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

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 and WOMEN OWNED BUSINESS ENTERPRISE (M/WBE)

M/WBEs are encouraged to participate in the reply process. All M/WBEs 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/WBE 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. 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.

21. INSURANCE REQUIREMENTS:

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

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

- i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.
- ii. **Comprehensive Commercial General Liability Insurance:** Occurrence form required. Aggregate must apply separately to this Contract. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
- iii. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Contract.
- iv. **Professional Liability Insurance:** Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 per occurrence for this project with a \$1,000,000 policy term general aggregate. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability

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

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

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

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

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

C. **POLICY FORM**

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

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

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

iii. Each insurance policy required by this Contract shall:

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

22. INDEMNITY:

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

Consultant, or Consultant's officers, employees, agents, and other persons employed or utilized by the Consultant in the performance of, or the failure to perform, the Agreement.

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

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

23. 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.

24. 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.

25. COLLECTION OF FEES, ASSESSMENTS AND TAXES:

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

26. NON-DISCRIMINATION:

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory 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.”

27. CONTACT PROHIBITION:

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

28. STATE REGISTRATION REQUIREMENTS:

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

29. ASSIGNMENT:

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

30. 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.

31. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:

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

FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. If the Bidder is asserting that certain information in its Bid is confidential and/or proprietary and/or exempt from public disclosure, then the Bidder is required to do the following: (1) identify, with specificity, the information which the Bidder asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Bidder's other Bid documents, (3) clearly label the envelope that

contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's name and the Bid number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Bidder's confidential/proprietary/exempt information must be submitted with the Bidder's other Bid documents.

Bidder is advised that failure to follow the aforementioned instructions may result in Bidder's alleged confidential/proprietary/exempt information being disclosed to the public. All submittals received in response to this Bid will become the property of the City of North Port and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Be aware that the designation of an item as exempt from public disclosure by a Bidder may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of North Port (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's designation of material as exempt from public disclosure and to hold harmless the City of North Port (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

32. SUNSHINE LAW EXEMPTIONS:

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

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

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

32. 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.

33. SCRUTINIZED COMPANIES:

For contracts of \$1,000,000.00 or more, the Bidder shall certify that it is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473, as required by §287.135, Florida Statutes. The City shall supply the certification form. Providing a false certification is punishable by civil penalty equal to twice the contract amount plus reasonable attorney's fees and costs, in addition to the Bidder being ineligible to bid on any contract for three years after the date it was determined that a false certification was made.

34. JOINT VENTURES:

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

36. PUBLIC RECORDS:

In accordance with F.S. §119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure of the Consultant to comply with these requirements shall be a material breach of this Agreement.

37. PRIOR CITY WORK:

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

38. USE OF INFORMATION FROM OTHER SOURCES:

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

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

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

END OF PART I

PART II – SCOPE OF SERVICE

Scope of Services: The scope of work is a general guide to the work the City expects to be performed by the Consultant, and is not a complete listing of all services that may be required or desired.

Project Description: City of North Port hereby solicits proposals from qualified professional engineering firms to perform activities and tasks to evaluate existing systems and make recommendations for replacement/modified systems, and develop construction plans and specifications needed to accomplish the following:

1. Replace the existing aging alum chemical feed system for the surface water treatment trains at the City's Myakkahatchee Creek Water Treatment Plant (MCWTP); and,
2. Replace the existing anhydrous ammonia chemical feed system at the MCWTP and at two booster pump stations with ammonium sulfate chemical feed systems.
 - a. New ammonium sulfate chemical feed system at the MCWTP to be paced off a new ammonia analyzer.
 - b. New ammonium sulfate chemical feed system at each of two booster pump stations is to be paced off of the same 4-20 mA signal as the chlorine.

Project Requirements: This work shall include services that are required for evaluation, design, bidding services, and construction oversight.

The selected consultant shall perform the following tasks.

1. Evaluate the existing alum and ammonia chemical feed systems at the MCWTP and make recommendations for repair, replacement, and/or modification, as appropriate.
2. Evaluate the existing ammonia chemical feed systems at two of the City's booster pump stations (i.e. Northeast and Southwest Booster Pump Stations) and make recommendations for repair, replacement, and/or modification, as appropriate.
3. Based on results of evaluation and upon City-agreed approach, the consultant shall provide design, bidding services, and CEI services for repair/replacement/modification of alum and ammonia chemical feed systems.

Design shall include integration of SCADA providing real-time data from chemical feed systems at all three facilities (i.e. MCWTP and Southwest and Northeast Booster Pump Stations).

As part of the replacement of the ammonia chemical feed systems, the existing anhydrous ammonia systems shall be taken off-line and removed. For all chemical feed systems, design must consider construction sequencing for maintaining operational chemical feed systems and avoiding MCWTP shut-downs.

Project evaluation shall include, but not be limited to, all work necessary to evaluate existing alum and ammonia chemical feed systems and provide recommendations for repair/replacement/modification, including dosing. A technical memorandum briefly summarizing results of evaluation and recommendations for repair, replacement, and/or modification, as appropriate, shall be prepared. At MCWTP and booster pump stations, evaluations shall include recommendations for dosing and chemical injection points. Evaluation shall also confirm City's proposal to replace the existing anhydrous ammonia systems with ammonium sulfate. Draft and final technical memorandums shall be prepared and provided to City of North Port in electronic (pdf) format.

Project design shall include, but not be limited to, all work necessary to bring design plans to a state of construction-ready and acquisition of all applicable State and City of North Port permits. The plans are to be designed to current City of North Port Standards. Determination of pay items, calculation of probable quantities, engineering estimates of

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construction costs, computation sheets, and construction plans at 60%, 90%, and 100% (i.e. signed/sealed bid documents) shall be prepared and provided to City of North Port in electronic (word, pdf and AutoCAD, 'details will be provided during negotiations') & paper formats.

The selected firm shall understand that time is of the essence for this project and shall complete the project on the following schedule. Although it is anticipated the City will respond sooner, the City shall have ten business days to review and submit comments for each submittal.

<u>Milestone</u>	<u>Calendar Days</u>
Draft Tech Memo	21 calendar days from Notice to Proceed
Final Tech Memo	7 calendar days from receipt of City comments on Draft Tech Memo
60% Design	21 calendar days from receipt of City comments on Draft Tech Memo
90% Design	14 calendar days from receipt of City comments on 30%
100% Design	7 calendar days from receipt of City comments on 90%

The consultant shall provide services during bidding and limited services during construction for shop drawing review and approval, response to requests for information from the contractor, closure of project related regulatory permits and as-built information review and certification for compliance to the construction plans and specifications.

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 – RULES, INSTRUCTIONS AND FORMS FOR PREPARING PROPOSALS

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

E. Proposer Registration with either the City or DemandStar is **not** required. The City utilizes www.DemandStar.com for their 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 either the City of North Port, you do NOT need to register again.**

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 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 pages)**

TAB 2 - QUALIFICATIONS OF THE FIRM: Provide documentation that demonstrates the ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the professional services as it relates specifically to the project. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted. Respondents must submit a complete **United States Government General Services Administration Standard Form 330 PART I**, Sections A, B and C and Standard Form 330 PART II for each branch office of the firm and for each subconsultant listed in PART I, C. Submittals that do not contain such documentation may be deemed as non-responsive. **(Maximum 2 pages plus the Standard Form 330)**

SF330 PART I – Contract-Specific Qualifications

Section A. Contract Information.

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.
2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.
3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)".) Attach an additional sheet in the same format as Section C if needed.

SF330 PART II General Qualifications

Prepare a Part II for the specific branch office seeking work if the firm has branch offices. Prepare Part II for each branch office that will or may contribute on the project. Prepare Part II for each sub-consultant that will or may contribute to the project.

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1. **Solicitation Number.** If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. **Firm (or Branch Office) Name and Address.** Self-explanatory.

3. **Year Established.** Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. **DUNS Number.** Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. ~~Firms must have a DUNS number. See FAR Part 4.6.~~ (not required for this project).

5. **Ownership.**

a. **Type.** Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. **Small Business Status.** Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. **Point of Contact.** Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. **Name of Firm.** Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. **Former Firm Names.** Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective ~~and the associated DUNS Number. This information is used to review past performance on Federal contracts.~~

9. **Employees by Discipline.** Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. **Profile of Firm's Experience and Annual Average Revenue for Last 5 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical

order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. **Annual Average Professional Services Revenues of Firm for Last 3 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. **Authorized Representative.** An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

TAB 3 –KEY PERSONNEL/QUALIFICATIONS OF THE PROJECT TEAM: List the members of the project team. Provide a list of the personnel to be used on each project and their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, including subconsultants to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive. **(Maximum 3 pages plus the Standard Form 330)**

This information must be included in the Standard Form 330 submittal.

3.1 Please note the form requirements for Sections E.

- **SF 330 Section E** – Include a complete Section E form (12 through 19) for EACH key person you anticipate assigning to this project.

3.2 Sub-consultants: Consultant must clearly reflect in its Proposal any Sub-consultants proposed to be utilized along with a summary of their background and qualifications. The City retains the right to accept or reject any Sub-consultants proposed.

TAB 4 - TEAM'S PREVIOUS EXPERIENCE/PROFICIENCY IN SIMILAR PROJECTS: Include a Section F form 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 10 examples. Include a Section G form which indicates the involvement of those key personnel that may be assigned to this project. **(Maximum 1 pages plus the standard form 330 sections)**

Section F – Example Projects.

- **SF 330 Section F.** Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.

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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 Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

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

21. **Title and Location.** Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. **Year Completed.** Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

23a. **Project Owner.** Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. **Point of Contact Name.** Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. **Point of Contract Telephone Number.** Self-explanatory.

24. **Brief Description of Project and Relevance to This Contract.** Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. **Firms from Section C Involved with This Project.** Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

SF 330 Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F.

26. and 27. **Names of Key Personnel and Role in this Contract.** List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. **Example Projects Listed in Section F.** In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. **Example Projects Key.** List the key numbers and titles of the example projects in the same order as they appear in Section F.

TAB 5 – MANAGEMENT APPROACH/PROJECT CONTROL: The firm shall demonstrate its capabilities in managing completed projects, and evidence of and adherence to time and budget constraints, on projects completed within the last five (5) years. Also provide information on your firm’s current workload and how this project will fit into your workload and the techniques that are planned to assure project schedules will be met. Describe available facilities, technological capabilities and other available resources you offer for the project. **(Maximum 4 pages)**

TAB 6 – REFERENCES: Include at least three (3) References within the last 5 years of projects with similar scope as listed in this RFP. **(Maximum 5 pages)**

Information should include:

- Client Name, address, contact person, title, telephone and FAX numbers and E-mail addresses.
- Description of work.
- Year the project was completed.
- Total cost of the project.

Please do not include City of North Port employees as references.

TAB 7 - LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The proposer shall advise the amount of liability insurance you have. **(maximum 2 pages)**

TAB 8 – ADDITIONAL INFORMATION: Any other pertinent information the proposer chooses to provide. **(maximum 2 pages including the standard form 330)**

SF 330 Section H. Additional Information.

30. **Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.**

Section I. Authorized Representative

31. and 32. **Signature of Authorized Representative and Date.** An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. **Name and Title. Self-explanatory.**

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

TAB 9 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS: This checklist is provided to assist each Proposer in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is a guideline which is to be executed and submitted with the required forms. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

A. SUBMITTAL REQUIREMENTS

1. **NUMBER OF PAGES:** SECTION III of the proposal **shall not exceed (22) pages (one-sided) or (11) pages (two-sided) in length. (The Title Page, Table of Contents, City Required Forms, 330 Forms and tabs do not count towards the TOTAL NUMBER OF PAGES).**
 - 1.1 When compiling a response, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; **do not use three ring binders of any kind;** and sections should be compiled in the sequence list above. Maximum number of pages shall be **22 pages (one sided) or 11 pages (two sided),** not including **the Title Page, Table of Contents, City Required Forms and required 330 Forms, resumes, and tabs do not count towards the TOTAL NUMBER OF PAGES).**
 - 1.2 Place proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time.
2. **PAPER/FONT SIZE:** 8.5"x11"/Font Calibri 11, PDF FORMAT.
3. **NUMBER OF ORIGINAL PROPOSALS:** 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).**
4. **CD or USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) **or** Flash Drive containing the entire submittal.

B. REQUIRED SUBMITTAL FORMS: City Required Submittal Forms/Checklist

**READ/EXECUTED
& INCLUDED**

- Proposal Submittal Signature Form
- References
- Drug-Free Workplace (If Applicable)
- Public Entity Crime Information
- Non-Collusive Affidavit

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- Lobbying Certification
- Statement of Organization
- Conflict of Interest Form
- Disclosure Form (Consultant/Engineer/Architect)

State Registration Requirements (<http://www.sunbiz.org/search.html>)

- Copy of Registration, Attached
- State required license for Prime Firm Only (Not sub-consultants)

- 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.

YES NO Sample Insurance Certificate is included with the submittal

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

YES, CLAIMING STATUS AS PRIME ONLY

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

NOT CLAIMING MBE/WBE

THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

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

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

Name of Respondent: _____

DBA (if any): _____

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

Business Address: _____

Phone: _____ **Fax:** _____

E-Mail _____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

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

(Please Check One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: _____

Name as spelled in that State: _____

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

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

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

Does it use a registered fictitious name: Yes or No

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

REQUEST FOR PROPOSAL NO. 2016-21
PROFESSIONAL ENGINEERING SERVICES AND CEI FOR
CHEMICAL FEED IMPROVEMENTS AT MYAKKAHATCHEE CREEK WATER TREATMENT PLANT AND BOOSTER STATIONS

Names of Officers:

President: _____ **Secretary:** _____

Vice President: _____ **Treasurer:** _____

Director: _____ **Director:** _____

Other: _____ **Other:** _____

Name of Corporation (As used in Florida):

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

Corporate Address:

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

STATE OF _____
COUNTY OF _____

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

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

REFERENCES/CLIENT LISTING

(The firm shall provide a minimum of five (5) business related references for which they are currently providing, or have provided within the last five (5) years, services similar to the scope of services required by this RFP). Attach additional sheets if necessary.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

COMPANY NAME: _____

SIGNATURE: _____

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REQUEST FOR PROPOSAL NO. 2016-21
PROFESSIONAL ENGINEERING SERVICES AND CEI FOR
CHEMICAL FEED IMPROVEMENTS AT MYAKKAHATCHEE CREEK WATER TREATMENT PLANT AND BOOSTER STATIONS

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

COMPANY NAME: _____

SIGNATURE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

DRUG FREE WORKPLACE FORM

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

(Company Name)

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

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

PUBLIC ENTITIY CRIME INFORMATION

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

I, _____, being an authorized representative of the Respondent,
_____, located at _____

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

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____
COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS.

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

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

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

By: _____

(Printed Name)

(Title)

STATE OF _____
COUNTY OF _____

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

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

LOBBYING CERTIFICATION

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

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2016

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

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

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

Signed, sealed and delivered this _____ day of _____, 2016.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ___ day of _____, 2016, by _____ who is personally known to me or has produced his/her driver's license as identification.

Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH BID

CONFLICT OF INTEREST FORM

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

PART I.

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

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

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

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

- None Of The Above

PART II:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

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

COMPANY: _____

SIGNATURE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

DISCLOSURE FORM
FOR
CONSULTANT/ENGINEER/ARCHITECT

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

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

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

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

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

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

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

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

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

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

END OF PART III

PART IV – 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**

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight 1-10</i>	<i>Score</i>
QUALIFICATIONS OF FIRM	0-5		X 5	=25
KEY PERSONNEL	0-5		X 5	=25
PROJECT UNDERSTANDING & APPROACH	0-5		X 10	=50
PROFICIENCY IN SIMILAR PROJECTS	0-5		X 8	=40
OVERALL IMPRESSION OF THE FIRM, ITS CAPABILITIES & REFERENCES	0-5		X 5	=25
SUB-TOTAL				=165 max

REQUEST FOR PROPOSAL NO. 2016-21
 PROFESSIONAL ENGINEERING SERVICES AND CEI FOR
 CHEMICAL FEED IMPROVEMENTS AT MYAKKAHATCHEE CREEK WATER TREATMENT PLANT AND BOOSTER STATIONS

THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:				
MBE / WBE Certification				
A. Certified Minority	Value of 3	0 or 3		X 1
B. Non-certified or N/A	Value of 0			
TOTAL POINTS				TBD
REMARKS: Minority and Women Owned Business Enterprise have a point value of either 0 or 3.				

D. SELECTION – EVALUATIONS, RANKING AND DISCUSSIONS: The Selection Committee shall evaluate and rank the proposals submitted by all responsive firms. Discussions will be held with no fewer than three (3) firms regarding their qualifications, approach to the project, and ability to furnish the required services (and any other clarifications the committee may need to have the proposer expound on) prior to the committee ranking the proposals. 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.

Upon completion of the telephone discussions, 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:

Timeline of Events	Event Time	Event Date
Issuance of Proposal	8:00 AM	12/3/2015
Deadline to submit questions/clarifications	2:00 PM	12/28/2015
Submittal Due Date	2:00 PM	1/5/2016
Telephone Discussions (Closed to Public),	9:00 AM (CLOSED TO PUBLIC)	1/12/2016
Evaluation and Ranking Committee Meeting (Open to Public)	2:00 PM (OPEN TO PUBLIC) CITY HALL, ROOM 244	
Negotiations Team Meeting (Closed to Public)	TBD, 9:00 AM (CLOSED TO PUBLIC)	The week of 1/12/2016
Contract to Commission	Commission Meeting	2/9/2013

END OF PART IV

PART V. SAMPLE AGREEMENT

“SAMPLE” AGREEMENT #2016-21

**PROFESSIONAL ENGINEERING SERVICES AND CEI FOR EVALUATION AND DESIGN OF CHEMICAL FEED IMPROVEMENTS
AT MYAKKAHATCHEE CREEK WATER TREATMENT PLANT AND BOOSTER STATIONS**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2016, by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the “CITY” and _____, _____, a _____ registered to conduct business in the State of Florida, hereinafter referred to as “CONSULTANT.”

WITNESSETH:

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

1. CONSULTANT’S SERVICES

- A. The CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Engineering Services as identified in the Request for Proposal No. 2016-21 and Consultant’s proposal submitted DATE. The overall Scope of Services is described in **Attachment A** with detailed tasks and associated fees in **Attachment B**.
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the City and the Consultant and upon the Consultant’s receipt of the written Notice to Proceed from the City’s Purchasing Office and shall continue through the completion of the project. The estimated completion date is _____.

2. COMPENSATION AND PAYMENT FOR CONSULTANT’S SERVICES

A. COMPENSATION

- 1. Consultant shall receive _____ (\$_____) as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services and Fee Schedule (**Attachments A and B, respectively**) are attached hereto and incorporated within.
- 2. The City’s performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

B. METHOD OF PAYMENT

- 1. The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, 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 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 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.
3. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

3. LIABILITY OF CONSULTANT

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

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

FAX: _____

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

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

4. CONSULTANT'S INSURANCE

A. INSURANCE

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

1. Workers Compensation: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.
2. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$1,000,000 policy term general aggregate. Coverage shall 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 shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.
3. Comprehensive Commercial General Liability Insurance: Occurrence from required. Aggregate must apply separately to this Agreement. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
4. Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Agreement.

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

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

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

B. WAIVER OF SUBROGATION

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

C. POLICY FORM

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

2. Insurance requirements itemized in this Agreement, and required of the Consultant, shall be provided by or in behalf of all subcontractors to cover their operations performed under this Agreement. The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

3. Each insurance policy required by this Agreement shall:

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

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

4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

5. The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of Consultant's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the CONSULTANT and its carrier.

6. The Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.

7. 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 herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

8. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Consultant will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting

department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

9. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the Consultant's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF THE CONSULTANT

- A. The Consultant shall 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 the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement.
- D. Consultant shall 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. The Consultant covenants and agrees that it and its employees shall be bound by the Standards of Conduct of Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- F. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- G. In accordance with F.S. §119.0701, Consultant shall comply with all public records laws, and shall specifically:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure of the Consultant to comply with these requirements shall be a material breach of this Agreement.

6. OWNERSHIP AND USE OF DOCUMENTS

It is understood and agreed that all the documents, or reproducible copies, developed by the Consultant in connection with its services, including but not limited to reports, designs, specifications, and all data, shall be delivered to, and shall become the property of the City as they are received by the City and when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work products for its records. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-city project.

Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

7. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the City. The Consultant shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the Consultant to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

- A. The services to be rendered by the Consultant shall commence within one (1) week of the Consultant's receipt of written Notice to Proceed from the City.
- B. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of the Consultant or the City. Time is of the essence in the performance of this Agreement.
- C. The 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 shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the Consultant.

- D. 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 the Consultant which delay the Project Schedule completion date, the City shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as **Attachment C** and incorporated herein.

8. OBLIGATIONS OF CITY

- 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 Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:
1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
 2. Transmission of instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 3. Review for approval or rejection all of the Consultant's documents and payment requests.
- B. The City shall, upon request, furnish the 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 shall be and remain the property of the City and shall be returned to the City's Administrative Agent upon completion of the services to be performed by the Consultant.
- C. The City's Administrative Agent shall conduct periodic reviews of the work of the Consultant necessary for the completion of the Consultant's services during the period of this Agreement, and may make other City personnel available, where required and necessary to assist the Consultant. The availability and necessity of said personnel to assist the Consultant shall 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 shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

9. TERMINATION

- A. The City Manager or designee shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Attachment A – Scope of Services and Attachment B – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments in accordance with

Section II and any amounts withheld by the City to settle claims against or to pay indebtedness of the Consultant in accordance with the provisions of the Agreement.

- B. FUNDING IN SUBSEQUENT FISCAL YEARS: It is expressly understood by the City and the Consultant that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commissioners, and the continuing receipt of state or federal grant funding, if applicable. In the event that funds are not available or appropriated, the City reserves the right to terminate the Agreement. The City will be responsible for payment of any outstanding invoices and work completed by the Consultant prior to such termination.
- C. In the event that the Consultant has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. The written notice shall state the evidence indicating the Consultant's abandonment.
- D. The Consultant shall have the right to terminate services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Consultant or an assignment is made for the benefit of creditors.
- F. In the event Consultant breaches this Agreement, the City shall provide written notice of the breach and Consultant shall have ten (10) days from the date the notice is received to cure. If Consultant fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Consultant due to:
 - 1. The quality of a portion or all of the Consultant's work not being in accordance with the requirements of this Agreement;
 - 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 being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 - 4. The Consultant's failure to use Agreement funds, previously paid the Consultant by the City, to pay Consultant's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - 5. Claims made, or likely to be made, against the CITY or its property;
 - 6. Loss caused by the CONSULTANT;

7. The Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.

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

10. INDEPENDENT CONTRACTOR

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

11. ENTIRE AGREEMENT

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter.

12. AMENDMENT

No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the City Commissioners for the City and the duly authorized representative for the Consultant shall agree in writing to this change. For all other changes, the City's Administrative Agent and the Consultant's representative shall agree in writing to the change.

13. ASSIGNMENT

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

14. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

15. GOVERNING LAW, VENUE AND SEVERABILITY

The rights, obligations and remedies of the parties under this Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

16. AUTHORITY

The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

17. NO HIRE

The Consultant shall not hire any City employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

18. NOTICES

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT’S REPRESENTATIVE:

TEL (xxx) xxx-xxxx
FAX (xxx) xxx-xxxx
EMAIL:

CITY’S ADMINISTRATIVE AGENT:

Jennifer L. Rogers, P.E.
Utilities Engineer
City of North Port
6644 West Price Blvd
North Port, FL 34291
TEL (941) 240-8013
FAX (941) 240-8022
EMAIL: jrogers@cityofnorthport.com

19. PARAGRAPH HEADINGS

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

20. ATTORNEYS’ FEES

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

21. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2016-21 or the **Consultant's** response, which are made a part hereof by reference, the Agreement shall control.

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

ATTEST:

CITY OF NORTH PORT, FLORIDA

By: _____
Helen Raimbeau, City Clerk, MMC

By: _____
Jonathan R. Lewis, City Manager, ICMA-CM

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Mark Moriarty, City Attorney

WITNESS:

CONSULTANT:

By: _____

By: _____

END OF PART V



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION

Office: 941.429.7170

Fax: 941.429.7173

Email: purchasing@cityofnorthport.com



December 16, 2015

ADDENDUM 1

TO: **PROSPECTIVE PROPOSERS**

RE: **RFP NO. 2016-21 PROFESSIONAL ENGINEERING SERVICES AND CEI FOR "CHEMICAL FEED IMPROVEMENTS AT MYAKKAHATCHEE CREEK WATER TREATMENT PLANT AND BOOSTER STATIONS"**

DUE DATE: **2:00 (PM) JANUARY 5, 2016**

(Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286)

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

ITEM #1: QUESTION/ANSWER

Q1: Under Tab 2: Qualifications of the Firm: It seems the information to be provided on the SF330 in this section is that of the Prime submitting Firm only. Although the additional 2 pages can include information of the Firm including any sub-consultant, is that correct?

R1: Page 1 of the Standard Form 330, under the "C. PROPOSED TEAM" header, states, "Complete this section for the prime contractor and all key subcontractors." See also under Tab 2, the paragraph related to lines 9-11 with respect to subcontractors. Subcontractors should be identified and the City has final approval of proposed subcontractors.

Q2: Under Tab 3: Key Personnel/Qualifications of the Team: Instructions are "SF330 Section E – Include a complete Section E form (12 through 19) for EACH key person you anticipate assigning to this project." Are we to include a SF330 Section E for each team member (including any sub-consultant) in this section as well?

R2: Page 2 of the Standard Form 330, under the "E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT" header, states, "Complete one Section E for each key person."

Q3: Under Tab 3: we are to "Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive." Would the City consider increasing the page limit under this Tab section to allow individual team member resumes (with pertinent required information), legible copies of professional licenses, and registration? Or shall these items be provided under Tab 9: Submission requirements and Required Submittal Forms?

R3: No, the City will not increase the page limit under Tab 3. This RFP is only for one project. Completion of SF330 for each team member allows for the provision of information that would be anticipated in a resume. The additional 3 pages can be used to provide additional information not covered in SF330.

Q4: Does the City have an estimated cost budgeted for this project? And if so, can the City provide that figure

R4: Please see the Utilities budget presented on the City website <http://www.cityofnorthport.com/city-hall/finance/annual-budgets>

Q5: Under Tab 6, RFP states "Include at least three (3) References within the last 5 years of projects with similar scope as listed in this RFP. (Maximum 5 pages)." Question: The RFP states to include a minimum of three (3) references within the last five (5) years. Although the actual Reference/Client Listing Form states the firm shall provide a minimum of five (5) business related references. Please advise.

R5: The minimum is three (3) references for the prime consultant. If a consultant is planning to use a subcontractor, the City requests two (2) additional references for the subcontractor.

Q6: Under Tab 6: References, the Reference/Client Listing Form states for the Firm to provide... Are the Reference/Client Listing forms to be that for the Firm only, or may the references also include those for any sub-consultant(s)? Please advise.

R6: See Response R5 above.

Q7: Under Tab 6, the RFP states "Maximum 5 pages" the Reference/Client Listing Form is 2 pages in total. Based on the answers to items #5 and #6 above, references would exceed the maximum page limit (ie: 3 references x 2 pages = 6, 5 references x 2 pages = 10 pages). Please advise.

R7: The consultant may list all 5 references on the two-page REFERENCE/CLIENT LISTING form and provide additional information, if desired, up to the maximum 5 pages.

Q8: It seems the RFP for this project stops at the design phase. Is that correct?

R8: If consultant is able to handle design phase, it is assumed the consultant will be appropriate for shop drawing review and limited construction oversight, if the City desires to have the consultant assist in those areas as well.

Q9: With 10 weeks from NTP to 100% design seems pretty aggressive. Does the City have pending plans as to why the milestone schedule is so aggressive?

R9: The City acknowledges that this schedule is aggressive. The City is having issues with maintenance of chlorine residuals in the distribution system resulting in significant amounts of flushing on a regular basis. The City is under a remedial action plan (RAP) with SWFWMD to address this issue. The City is looking to this project as a potential solution to this critical issue as expeditiously as feasible. The City requests the proposing consultant(s) provide confirmation of meeting this schedule.

Q10: Has the City taken into consideration the FDEP permitting and time allowance for this project?

R10: The City experiences very quick turn-around times for FDEP permits, which are through Sarasota County DOH, and this is not a concern. The City will request the consultant work closely with the City for submittal of the permit(s).

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

Alla V. Skipper, CPPB
Contract Specialist
Purchasing Department
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.71742
Fax: 941.429.7173
E-mail: askipper@cityofnorthport.com

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



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION

Office: 941.429.7170

Fax: 941.429.7173

Email: purchasing@cityofnorthport.com



December 21, 2015

ADDENDUM 2

TO: **PROSPECTIVE PROPOSERS**

RE: **RFP NO. 2016-21 PROFESSIONAL ENGINEERING SERVICES AND CEI FOR "CHEMICAL FEED IMPROVEMENTS AT MYAKKAHATCHEE CREEK WATER TREATMENT PLANT AND BOOSTER STATIONS"**

DUE DATE: **2:00 (PM) JANUARY 5, 2016**
(Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286)

Proposers are hereby notified that this addendum shall be made part of the above-named proposal and contract documents. The following changes to the above proposal are issued to 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.

ITEM #1: QUESTION/ANSWER

Q1: I do not see "Standard Form 330 Section D Organizational Chart of Proposed Team" mentioned in the RFP. Please confirm that this should be included in Section 3 as part of the SF 330, and not included in the page count.

A2: Please provide Standard Form 330 Section D Organizational Chart of Proposed Team and included it in Section 3 and it will not be included in the page count.

ADDITIONAL INFORMATION

A1: Project will include design/specification of two new flow meters, one for each of two surface water treatment trains; and, design/specification for SCADA system as required to flow-pace new ammonia feeds to each of two trains of the surface water plant.

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

Alla V. Skipper, CPPB
Contract Specialist
Purchasing Department
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.71742
Fax: 941.429.7173
E-mail: askipper@cityofnorthport.com

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