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

February 25, 2020

TO: PROSPECTIVE RESPONDENTS

RE: RFP NO. 2020-40 FIRE STATION ALERTING SYSTEM

RFP DUE DATE: 2:00 PM, MARCH 03, 2020 **ADDENDUM NO. 3**

Respondents 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.

QUESTIONS/ANSWERS:

QUESTION #1: Confirm if Station #86 should be included in this bid? If so please specify the number of bunks in this station and again are the bunks individual rooms, open bunks, or if any have bunks with partial walls. Are all bunk room ceilings dropped or will any be hard deck?

ANSWER #1: Pricing for station #86 is excluded from the RFP at this time. The City may add station #86 in accordance with the City's change order process if desired in the future.

QUESTION #2: The room descriptions on some of the station drawings are faded and therefore need to get clarification on the following. Please provided the correct number of bunks at each station. Also, confirm by station if the bunks are individual rooms, open bunks, or if any have bunks with partial walls. Are all bunk room ceilings dropped or are any hard deck?

ANSWER #2:

Station #81 – 7 individual bunks, partial walls, hard Ceiling
Station #82 – 8 bunks, partial walls and draw curtains, drop ceiling
Station #83 – 8 bunks, partial walls and draw curtains, drop ceiling
Station #84 – 6 bunks, partial walls and draw curtains, drop ceiling
Station #85 – 6 bunks, individual rooms, drop ceiling
Station #86 – 14 bunks, drop ceiling (assumed)

QUESTION #3: There was no mention of including strobe lights in the station exercise rooms in the RFP, but it was mentioned during the station site visits. Do you want strobes to be in the exercise rooms? If they should be included in the proposal, do you want "wall" or "ceiling" mount? Note, ceiling mount option requires dropped ceilings. Please specify type at each station?

ANSWER #3: No strobes in the exercise rooms, ensure there is a speaker.

QUESTION #4: Can the due date for the RFP be extended?

ANSWER #4: No.

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.

Justin M. Daly

Justin Daly
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Finance Department/Purchasing Division
4970 City Hall Blvd.
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Tel: 941.429.7102
Fax: 941.429.7173

E-mail: jdaly@cityofnorthport.com

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

End of Addendum No. 3

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

February 24, 2020

TO: PROSPECTIVE RESPONDENTS

RE: RFP NO. 2020-40 FIRE STATION ALERTING SYSTEM

RFP DUE DATE: 2:00 PM, MARCH 03, 2020 **ADDENDUM NO. 2**

Respondents 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.

QUESTIONS/ANSWERS:

QUESTION #1: The RFP document due date shows March 3, 2020, but the addendum #1 shows due date as March 2, 2020. Please confirm that the due date is March 3, 2020?

ANSWER #1: Proposals are due March 3, 2020 at 2:00 P.M. per the RFP. The date shown in addendum #1 was a typo.

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

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End of Addendum No.2

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

February 20, 2020

TO: PROSPECTIVE RESPONDENTS

RE: RFP NO. 2020-40 FIRE STATION ALERTING SYSTEM

RFP DUE DATE: 2:00 PM, MARCH 02, 2020 **ADDENDUM NO. 1**

Respondents 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.

QUESTIONS/ANSWERS:

QUESTION #1: Is a recording of the pre-proposal meeting available?

ANSWER #1: Yes, a copy of the pre-proposal meeting recording is available through the City Clerk's office. Please submit all requests for this recording through our online system GovQA. You can submit requests at the following website:
https://northportfl.govqa.us/WEBAPP/_rs/(S(cvq3b5syvgaqabmdxjlpgq1f))/SupportHome.aspx?sSessionID=.

QUESTION #2: Can copies of the fire station floor plans be provided? Specifically, the electrical drawings would enable us to determine the best placement of components.

ANSWER #2: Yes. Please follow the link here to the City's FTP site: http://apps.cityofnorthport.com/ftpinfo/ **and choose Purchasing from the drop-down menu. The drawings are titled "RFP 2020-40 Addendum No. 1, Station Drawings". Total of 9 pages.**

QUESTION #3: Does MCC use a CAD system, and if so, please provide the name and version for the CAD system.

ANSWER #3: North Port Fire Rescue District is dispatched through and by Sarasota County. Sarasota County currently utilizes Intergraph Mobile for Public Safety; however, they will be moving to RapidDeploy within the next several months.

QUESTION #4: If the City wishes to interface the fire station alerting system to a CAD system, an interface from the CAD vendor to the system will be required. Does the City anticipate acquiring the CAD vendor's side of the interface?

ANSWER #4: This aspect maybe utilized in the future, that is not how the current system operates.

QUESTION #5: Does the City wish the proposer to provide the cost of the CAD vendor's interface in its proposal? If so, please provide the contact information for your CAD vendor.

ANSWER #5: Not currently. It is not known when Sarasota County will move to such technology.

QUESTION #6: Can the City provide a list of low-voltage electrical contractors that the City prefers to work/contract with?

ANSWER #6: The City does not maintain an in-house approved/preferred contractor list. Per page 5 of the RFP; "The City reserves the right to approve all subcontractors. In addition, key personnel identified shall remain the key personnel for the life of the Contract, unless proof of extenuating circumstances is provided. The City reserves the right to approve all key personnel. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement."

QUESTION #7: Do the speakers need to be replaced in the stations?

ANSWER #7: Yes, as needed.

QUESTION #8: What type of speakers exist in the stations currently?

ANSWER #8: Based on what is seen, mostly Bogan. Although there may others that are not known at this time.

QUESTION #9: What are the current make and model(s) of the radios used at the stations?

ANSWER #9: The station alerting radios are Motorola 4500.

QUESTION #10: Do the station alerting systems need to be IP based?

ANSWER #10: The system needs to be scalable for future implementation of an IP based system.

QUESTION #11: The RFP does not seem to require an interface between the station alerting system and the computer aided dispatch system used by County dispatch. What is the City's expectation of how the station alerting system will receive alerts from dispatch? What communication path (IP, radio cellular, etc.) between dispatch and the fire stations will be used by the station alerting system?

ANSWER #11: Currently, the dispatch method is through the station alerting radios (Motorola 4500s). In discussions with the County contact, improvements will be made in this area to include such interface. No timeframe has been provided as to when that will occur.

QUESTION #12: Where in each fire station is the station alerting system controller and UPS required to be located?

ANSWER #12: The controller and UPS must be located in an appropriate location as specified by the manufacturer to allow proper function of the system(s) and ease of access for City staff, and/or any service Contractor(s). The

location of the controller and UPS will be finalized and approved by the City prior to installation.

QUESTION #13: Where in each fire station are the two turnout timers required to be located?

ANSWER #13: One will be in the bay so that crews can easily view, one to be located in a common area.

QUESTION #14: Is there a networking system currently in place?

ANSWER #14: Yes, currently maintained by the City's IT department at City Hall and in coordination with Sarasota County for dispatch.

QUESTION #15: Are lights required to be included as part of the station alerting system(s) at each station?

ANSWER #15: Yes, please include costs of such lighting.

QUESTION #16: Do the station alerting systems need to control exhaust fans for the station bays?

ANSWER #16: Not at this time, however, would like the system to be able to do so if necessary in the future.

QUESTION #17: Do any of the stations require stairwell lighting for multi-story buildings?

ANSWER #17: No.

QUESTION #18: Will the fire station alerting system need to be installed at station 81 before, during, or after the anticipated expansion and remodel of the station?

ANSWER #18: This may be a phased approach with only certain aspects of that system available, i.e. ascending tones.

QUESTION #19: What is the oldest fire station the City has, and when was it built?

ANSWER #19: Fire Station 81, 1998.

QUESTION #20: How are the fire stations alerted today?

ANSWER #20: Through the Motorola Station alerting radios (4500s).

QUESTION #21: The response to the RFP is limited to 34 pages, this is insufficient to properly describe the system, functions and services provided. Can the City increase the maximum number of pages of the response to at least 65 pages?

ANSWER #21: The page limit is modified as follows. Respondents are encouraged to streamline their product offering details to provide the most pertinent information in their proposal submittals.

"NUMBER OF PAGES:

- **shall not exceed ~~(34) pages~~ (58) pages (one-sided)** or **~~(17) pages~~ (29) pages (two-sided)** in length**.**

TAB 3 – ABILITY OF THE FIRM/RESPONDENT TO MEET THE TECHNICAL REQUIREMENTS OF THE RFP AND PROJECT UNDERSTANDING: (Maximum ~~6 pages~~ 12 pages)

TAB 4 – PROPOSED PRICE OF HARDWARE, SOFTWARE, INSTALLATION, IMPLEMENTAION, AND TRAINING SERVICES: (Maximum ~~3 pages~~ 12 pages plus Schedule A)

TAB 08 – ADDITIONAL INFORMATION: (Maximum ~~3 pages~~ 12 pages)"

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_____

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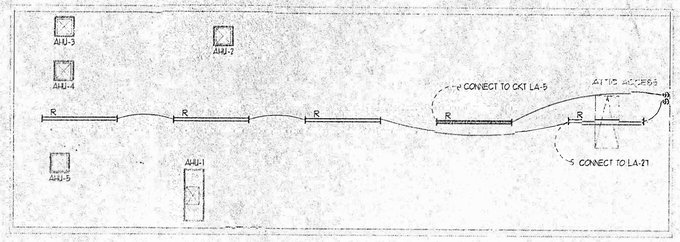
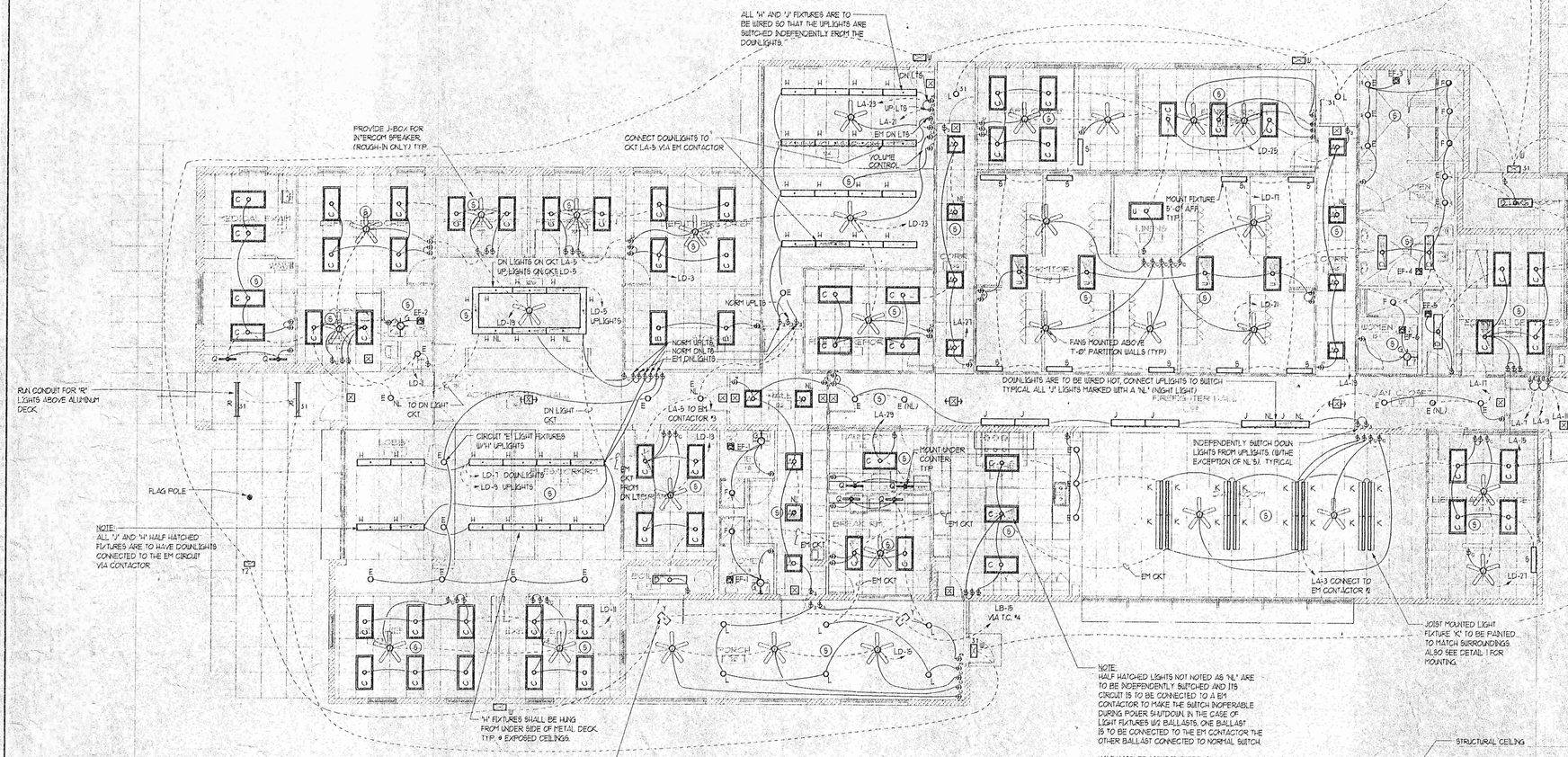
End of Addendum No.1

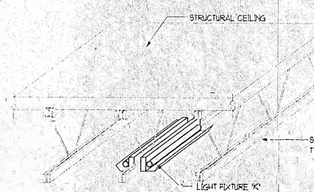
STATION 81



ATTIC STORAGE / MECHANICAL LOFT FLOOR PLAN

1/8" = 1'-0"





JOIST MOUNTED LIGHT FIXTURE 'K' TO BE PAINTED TO MATCH SURROUNDINGS. ALSO SEE DETAIL 1 FOR MOUNTING.

DETAIL 1
NOT TO SCALE

LIGHTING FIXTURE SCHEDULE

LTR	MANUFACTURER	CATALOG NUMBER	LAMPS	MOUNTING	REMARKS
A	METALUX	2PF2GX-2067833-120-EEBI	2-32W-T8 U LAMPS	GRID	2 x 2, 2-LAMP, FLUORESCENT GRID TROFFER
B	METALUX	2PF2GX-2325284-120-EEBI	2-32W-T8	GRID	2 x 4, 2-LAMP, FLUORESCENT GRID TROFFER
C	METALUX	2PF2GX-4329284-120-EEB2	4-32W-T8	GRID	2 x 4, 4-LAMP, FLUORESCENT GRID TROFFER
D	METALUX	PFXF-232A125-120-EEBI	2-32W-T8	RECESSED	1 x 4, 2-LAMP, FLUORESCENT
E	HALO	C-1600932-WP-1600CLI	1-32W-TRT	RECESSED	32W FLUORESCENT DOWN LIGHT
F	HALO	CT932E-T150LI	1-32W-TRT	RECESSED	FLUORESCENT DOWN LIGHT, WET LOCATION
G	ALKCO	WAL-3426@-120V	2-32W-T8	WALL	4', 2-LAMP FLUORESCENT WALL BRACKET
H	FOCAL POINT	FR9-120-U-3/3T8E-120-SXXX-RA-SC	6-32W-T8	PENDANT	COLOR BY ARCHITECT. REFER TO ARCHITECTURAL DRAWINGS FOR MOUNTING HT. PROVIDE STEMS AS REQ'D
J	FOCAL POINT	FR9-120-U-1/2T8-E-120-UH-RA-SC	3-32W-T8	WALL	COLOR BY ARCHITECT / OWNER
K	DAY-BRITE	(2) - NDS-4-120V	2-32W-T8	SURFACE	PROVIDE ELECTRONIC BALLAST
L	LITHONIA	LGF-2/26DTT-98B-T13-120-GEB	2-26W-DDT	RECESSED	EXTERIOR FLUORESCENT DOWN LIGHT, WET LOCATION
M	INTREPID	MAX-9 120V, W/4329 BASE, 9@9 REFLECTOR, & 9@5 LENS	9-F39-BIAX	PENDANT	FLUORESCENT HIGH BAY. (COMPLETELY ENCLOSED)
N	LUMEC	250MH DM9S30 SGFM 120	1-250W-MH	WALL	DECORATIVE WALL SCONCE
W	KIM	WDM4D2 -100PS-H120-UH-P	1-100W-MH	WALL	100W MH. WALL MOUNTED FIXTURE
Q	ALKCO	311-CF-120V	1-11W-T8	SURFACE	2' UNDERCOUNTER TASK LIGHT
R	KENALL	T110-120V-ELECTRONIC BALLAST	1-32W-T8	SURFACE	FLUORESCENT SURFACE MTD FIXTURE
S	METALUX	BL-132-120V-EEBI-RSI	1-32W-T8	WALL	4', 1-LAMP FLUORESCENT BED LIGHT W/SWITCH
T12	LUMEC	100MH DM540 SGS 208 RM IA AI18 12 SC	1-100W-MH	POLE	LIGHT SOURCE AT 12'-0" AFF.
T20	LUMEC	250MH DM540 SGS 208 RM IA AI18 12 SC	1-250W-MH	POLE	LIGHT SOURCE AT 20'-0" AFF.
POLES	LUMEC	RM IA AI18 12 / 20 SC		ANCHOR BASE	LIGHT SOURCES AT 12'-0" / 20'-0" ON POLES
U	METALUX	2PFXF-432A125-120-EEBI-FR	4-32W-T8	RECESSED	2 x 4, 4-LAMP, FLUORESCENT. FIXTURE MOUNTED IN FIRE RATED CEILING
W	KIM	WDM4D2-175MH120-UH-P	1-175W-MH	WALL	175W MH. WALL MOUNTED FIXTURE
X	LITHONIA	LE8-IR-120-ELN	INCLUDED	UNIVERSAL	W/BATTERY BACKUP (ARROWS AS REQ'D)
Y	KIM	AFL8-175MH-120-BL-P-SM2	1-175W-MH	SURFACE	TOWER LIGHT
Y2	KIM	AFL8-250MH-120-BL-P-SM2	1-250W-MH	GRADE	FLAG POLE

NOTE:
FOR LIGHT FIXTURES 'H, J, & T' PROVIDE FITTINGS, ENDCAPS, ETC. FOR A COMPLETE SYSTEM AS SHOWN IN PLAN VIEW ON SHEET E-1.

STEWART Engineering CONSULTANTS
EB0007107
1859 Northgate Blvd., Suite 1
Sarasota, Florida 34234
Phone. (941) 351-9996, Fax (941) 351-9655

PROFESSIONAL STATEMENT:

TO THE BEST OF MY KNOWLEDGE, SAID PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES AND THE APPLICABLE MINIMUM FIRE SAFETY STANDARDS AS DETERMINED IN ACCORDANCE WITH CHAPTERS 553 AND 633, LAWS OF FLORIDA, AND SARASOTA COUNTY ORDINANCE 88-111.

CONTRACTOR TO VERIFY ALL DETAILS, DIMENSIONS, AND FIELD CONDITIONS BEFORE PROCEEDING WITH CONSTRUCTION. 'ARCH' NOT CLEARLY SHOWN, OBTAIN EXACT INFORMATION FROM ENGINEER. DO NOT SCALE DRAWINGS. USE ONLY MOST RECENTLY DATED DRAWINGS. NOTIFY ENGINEER OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK. ENGINEER RESERVES THE RIGHT TO MAKE CHANGES AS REQUIRED DUE TO JOB CONDITIONS. ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION NOT CARRIED OUT IN ACCORDANCE WITH CONSTRUCTION DOCUMENTS. THESE PLANS SHALL NOT BE REPRODUCED OR COPIED IN PART OR WHOLE WITHOUT EXPRESSED WRITTEN PERMISSION FROM STEWART ENGINEERING CONSULTANTS, INC. © 1998

THE ADP GROUP
- LAND RESOURCE STRATEGIES, INCORPORATED
- ADP ASSOCIATES, INCORPORATED
- INTERIOR ARCHITECTS INCORPORATED

149 COCOANUT AVENUE, SARASOTA, FLORIDA 34236 TELEPHONE (941) 957-1435 TELECOPIER (941) 954-7509

FIRE STATION & ADMINISTRATION FACILITY
NORTH PORT MUNICIPAL COMPLEX
NORTH PORT, FLORIDA

ELECTRICAL LIGHTING PLAN

SCALE: 1/8" = 1'-0"

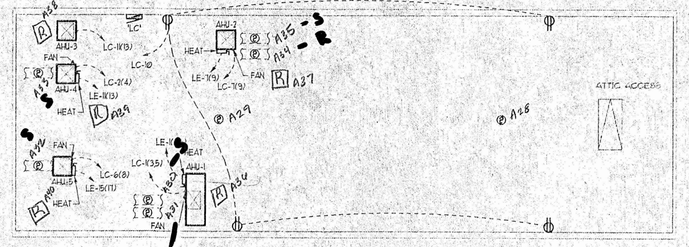
NORTH

PROJECT NO.:	FILE:	DRAWN BY:	PLOT SCALE:	SHEET NO.
130020	16798-1	MTH	1=96	E-1

DATES:
1/3/97 OWNER'S REVIEW
2/7/97 ISSUE FOR CLIENT APPROVAL
3/6/97 ISSUED FOR BID

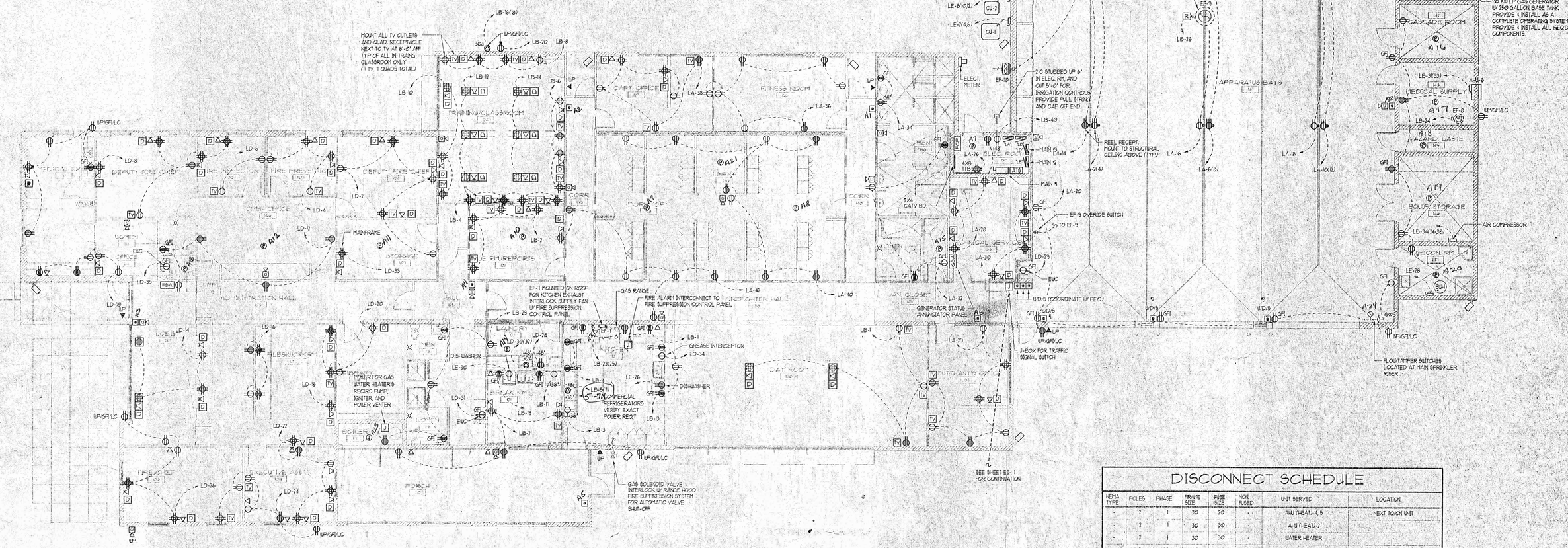
REVISIONS:

STATION 81



ATTIC STORAGE / MECHANICAL LOFT FLOOR PLAN

1/8" = 1'-0"



DISCONNECT SCHEDULE

NEMA TYPE	POLES	PHASE	FRAME SIZE	FUSE SIZE	NON FUSED	UNIT SERVED	LOCATION
-	2	1	30	20	-	AHU (HEAT)-4, 5	NEXT TO VOH UNIT
-	2	1	30	30	-	AHU (HEAT)-2	-
-	2	1	30	30	-	WATER HEATER	-
-	3	3	60	40	-	AHU (HEAT)-1	-
3R	2	1	30	20	-	EF-1	-
3R	3	3	30	25	-	CU-3	-
3R	3	3	30	30	-	CU-4	-
3R	3	3	60	40	-	CU-2, 5	-
3R	3	3	100	80	-	CU-1	-
-	3	3	30	25	-	AIR COMPRESSOR	NEXT TO UNIT

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FIRE STATION & ADMINISTRATION FACILITY
NORTH PORT MUNICIPAL COMPLEX
NORTH PORT, FLORIDA

ELECTRICAL POWER PLAN

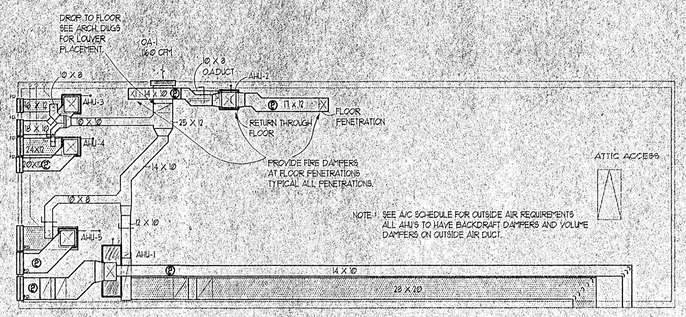
SCALE: 1/8" = 1'-0"

NORTH

PROJECT NO.:	FILE:	DRAWN BY:	PLOT SCALE:	SHEET No.
130020	1679E-2	MRD	1=96	E-2

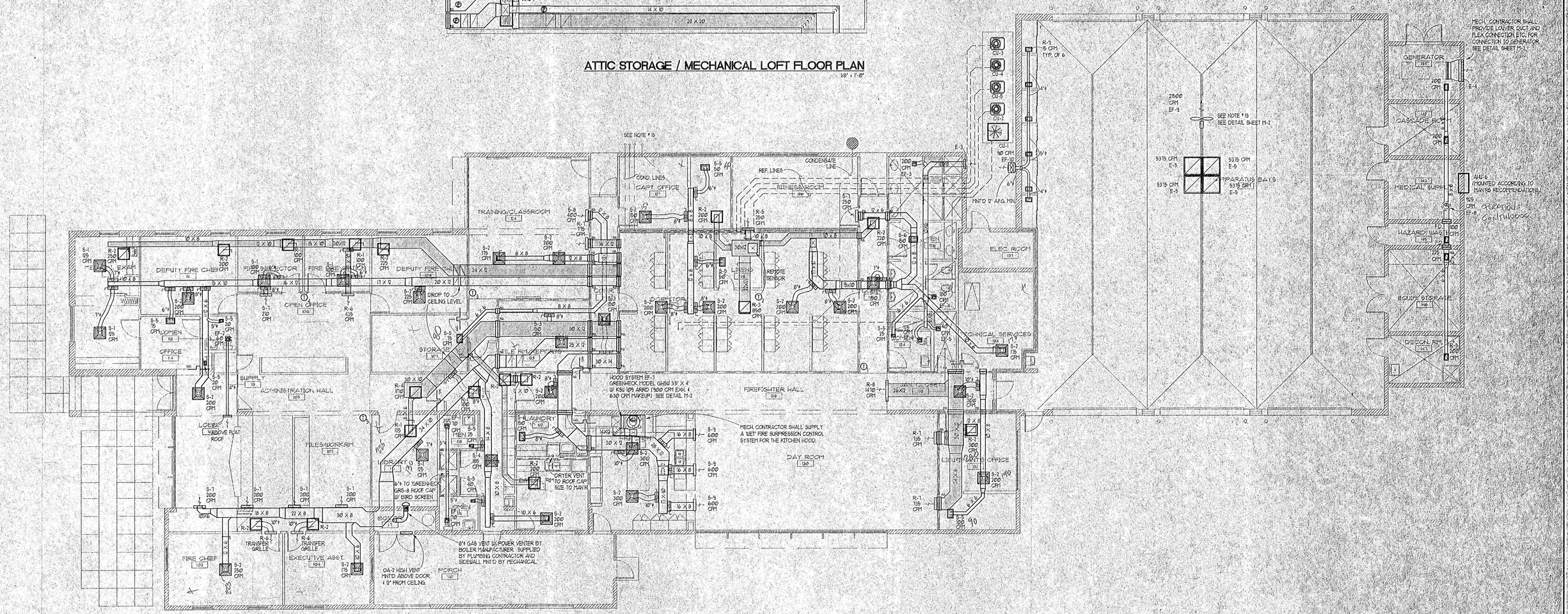
DATES:		REVISIONS:	
1/3/97	OWNER'S REVIEW	-	-
2/7/97	ISSUE FOR CLIENT APPROVAL	-	-
3/6/97	ISSUED FOR BID	-	-

STATION 81



ATTIC STORAGE / MECHANICAL LOFT FLOOR PLAN

1/8" = 1'-0"



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FIRE STATION & ADMINISTRATION FACILITY
NORTH PORT MUNICIPAL COMPLEX
NORTH PORT, FLORIDA

MECHANICAL PLAN

SCALE: 1/8" = 1'-0"

NORTH

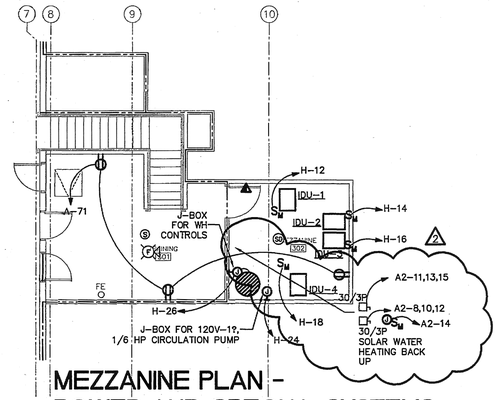
PROJECT NO.	FILE	DRAWN BY	PLOT SCALE	SHEET No.
130020	1679M-1	PDM	1=96	M-1

DATES:

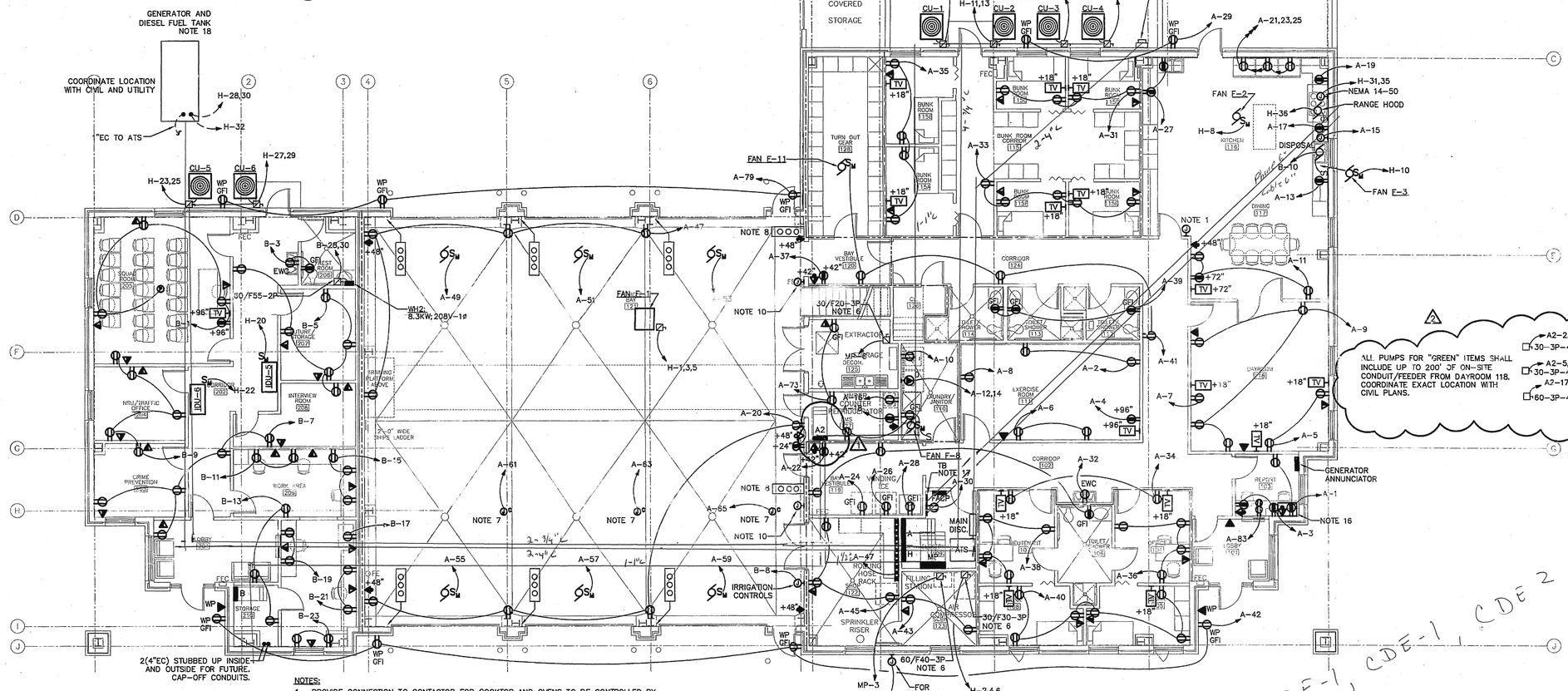
REVISIONS:

1/3/97	OWNER'S REVIEW			
2/7/97	ISSUE FOR CLIENT APPROVAL			
3/3/97	ISSUED FOR BID			

STATION 82



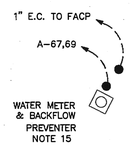
2 MEZZANINE PLAN - POWER AND SPECIAL SYSTEMS
1/8" = 1'-0"



NOTES:

1. PROVIDE CONNECTION TO CONTACTOR FOR COOKTOP AND OVENS TO BE CONTROLLED BY A MUSHROOM PUSH BUTTON ABOVE COUNTER FOR EMERGENCY SHUT DOWN.
2. ALL CONDUIT AND BOXES SHALL BE CONCEALED IN ALL WALLS (STUD AND MASONRY).
3. COORDINATE LOCATION OF TV OUTLETS WITH OWNER.
4. CONTRACTOR TO COORDINATE EMPTY CONDUIT WITH OWNER SPECIFIED NEEDS FOR RADIO ANTENNA.
5. COORDINATE RECEPTACLE LOCATIONS WITH CASEWORK ELEVATIONS.
6. CONTRACTOR TO VERIFY CONNECTION WITH MANUFACTURER.
7. OUTLET AT CEILING FOR CORD REEL (TYP.) SEE SYMBOL SCHEDULE ON 10.10. COORDINATE EXACT LOCATION WITH OWNER.
8. MASTER OVERHEAD DOOR CONTROL. SEE DIAGRAM FOR BAY CONTROLS.
9. CONTRACTOR SHALL LOCATE CHIME AND POWER AS INDICATED BY OWNER.
10. J-BOX FOR TRAFFIC CONTROL STATION. PROVIDE 3/4"EC FOR CONTROL WIRING. COORDINATE WITH OWNER.
11. ALL TELEPHONE OUTLETS IN VEHICLE BAY TO BE WP MOUNTED AT 48" A.F.F.
12. ALL RECEPTACLES IN VEHICLE BAY TO BE AT 24" A.F.F AND WP/GFI.
13. ALL RECEPTACLES IN KITCHEN SHALL BE GFI.
14. LEGIBLY MARK C.U. DISCONNECT TO INDICATE EQUIPMENT SERVED, PER NEC 110.22.
15. COORDINATE EXACT LOCATION WITH CIVIL PLANS. COORDINATE NUMBER OF FLOW AND TAMPER SWITCHES.
16. PA EQUIPMENT LOCATION. COORDINATE LOCATION WITH OWNER.
17. TELEPHONE BOARD TO BE 96-PORT PATCH PANEL.
18. ACQUIRE A FDEP PERMIT FOR GENERATOR FUEL TANK, PER LOCAL REQUIREMENTS.
19. NOT USED.
20. PROVIDE (2) 2-1/2"EC FROM MAIN ELECTRICAL ROOM TO TOWER. COORDINATE LOCATION WITH OWNER IN FIELD.

1 FLOOR PLAN - POWER
1/8" = 1'-0"



See bulletin drawings ADE-1, CDE-1, CDE-2 Attached

NOTE

ALL NOTES APPLY TO ALL DRAWINGS AND ALL TRADES. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS AND TRADES TO COORDINATE THE INSTALLATION OF THEIR WORK WITH THE INSTALLATION OF WORK BY ALL OTHER CONTRACTORS AND TRADES. THE REQUIREMENTS OF THE DRAWINGS, GENERAL REQUIREMENTS AND ALL ITEMS OF THE CONTRACT DOCUMENTS ARE EQUALLY BINDING ON ALL CONTRACTORS AND TRADES. EACH CONTRACTOR IS REQUIRED TO MAINTAIN FULL SETS OF THE CONTRACT DOCUMENTS FOR HIS EMPLOYEES USE ON THE PROJECT TO ASSURE THAT ALL WORK IS PROPERLY COORDINATED AND INSTALLED WITH THE WORK OF OTHER CONTRACTORS AND TRADES.

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Project No. 1248

Date 09/06/07
Drawn MCH
Checked MM
Revisions
2 ALTERNATES 6.18.08

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6/18/08

NEW FIRE & POLICE STATION FOR CITY OF NORTH PORT FIRE RESCUE DISTRICT, CITY OF NORTH PORT, FLORIDA

FLOOR PLANS - POWER

sheet 10.40
4 OF 10

OPTIMA #07020

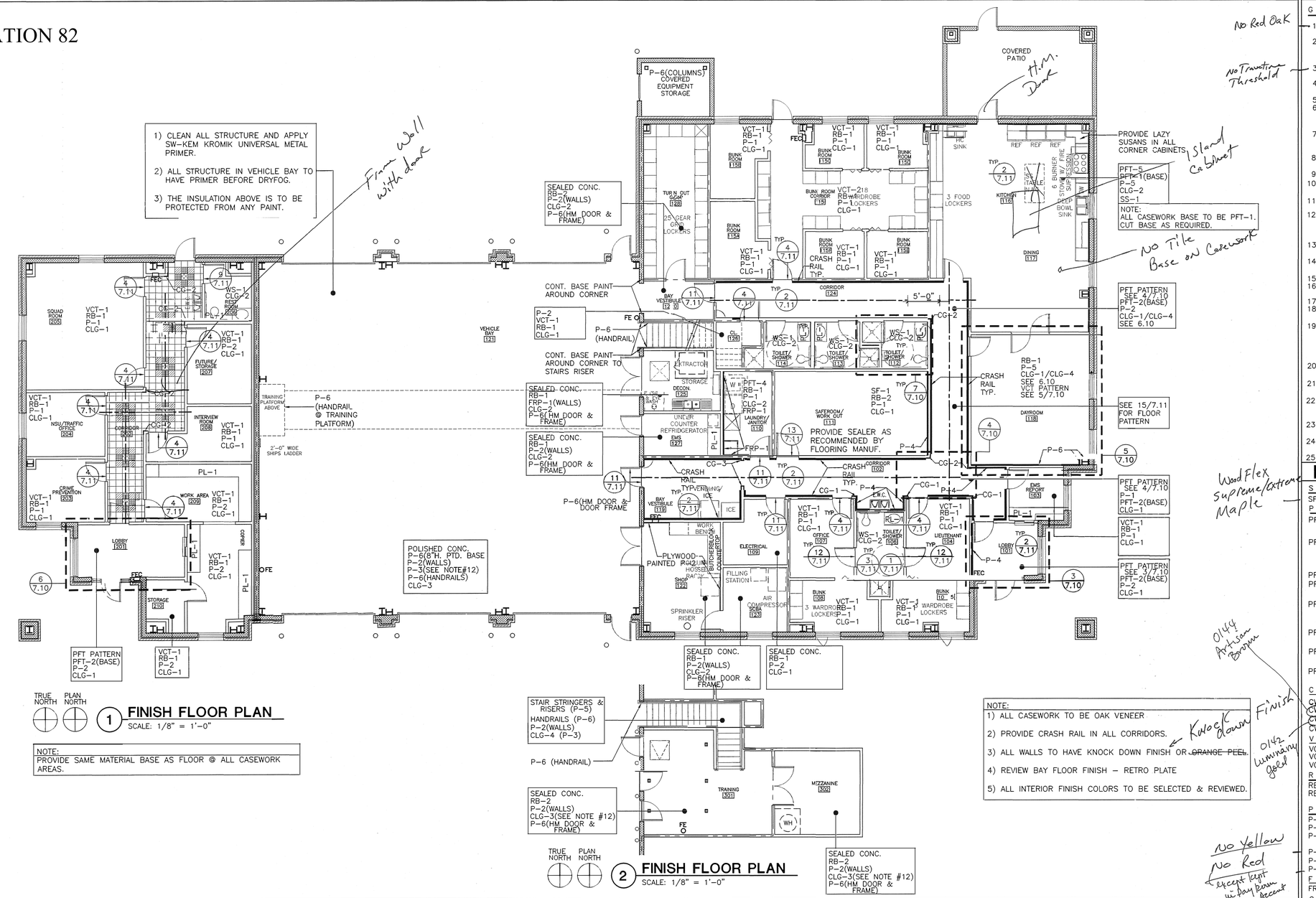
FINISH FLOOR PLAN

STATION 82

1) CLEAN ALL STRUCTURE AND APPLY SW-KEM KROMIK UNIVERSAL METAL PRIMER.

2) ALL STRUCTURE IN VEHICLE BAY TO HAVE PRIMER BEFORE DRYFOG.

3) THE INSULATION ABOVE IS TO BE PROTECTED FROM ANY PAINT.



TRUE NORTH PLAN NORTH

1 FINISH FLOOR PLAN
SCALE: 1/8" = 1'-0"

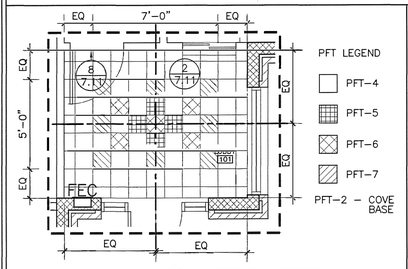
NOTE:
PROVIDE SAME MATERIAL BASE AS FLOOR @ ALL CASEWORK AREAS.

TRUE NORTH PLAN NORTH

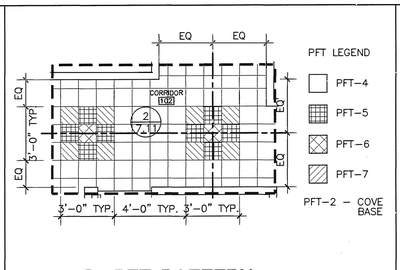
2 FINISH FLOOR PLAN
SCALE: 1/8" = 1'-0"

NOTE:
1) ALL CASEWORK TO BE OAK VENEER
2) PROVIDE CRASH RAIL IN ALL CORRIDORS.
3) ALL WALLS TO HAVE KNOCK DOWN FINISH OR ~~ORANGE PEEL~~
4) REVIEW BAY FLOOR FINISH – RETRO PLATE
5) ALL INTERIOR FINISH COLORS TO BE SELECTED & REVIEWED.

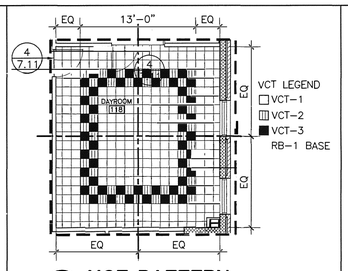
PORCELAIN FLOOR TILE PATTERNS



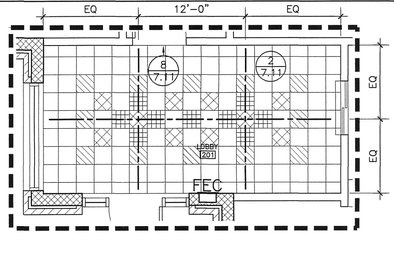
3 PFT PATTERN
SCALE: 1/4" = 1'-0"



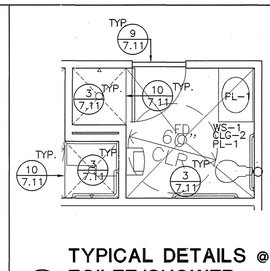
4 PFT PATTERN
SCALE: 1/4" = 1'-0"



5 VCT PATTERN
SCALE: 1/8" = 1'-0"



6 PFT PATTERN
SCALE: 1/4" = 1'-0"



7 TYPICAL DETAILS @ TOILET/SHOWER
SCALE: 1/4" = 1'-0"

FINISH NOTES

PGT

GENERAL PAINTING & FINISH NOTES:

1. ALL DOORS, CABINETS, SHELVES, WINDOW STOOLS, ETC. SHALL BE ~~RED OAK~~ WITH CLEAR POLYURETHANE FINISH.
2. INTERIOR DOOR FRAMES SHALL BE PAINTED WITH SEMIGLOSS ENAMEL TO MATCH P-2 COLOR. EXTERIOR AND INTERIOR VEHICLE BAY DOORS & DOOR FRAMES TO BE PAINTED WITH SEMIGLOSS ENAMEL TO MATCH P-6. SEE 1/7.10 FOR P-6 PAINT LOCATIONS OF INTERIOR DOORS & FRAMES.
3. PROVIDE TAN ~~TRAVERTINE THRESHOLDS~~ AT ENTRANCES TO ALL ROOMS WITH HARD TILE FLOORS. NOTED AS MT ON DRAWINGS.
4. PROVIDE MINI BLINDS AT ALL INTERIOR & EXTERIOR WINDOWS EXCEPT MAIN ENTRANCE.
5. PRIME ALL SURFACES PRIOR TO APPLYING FINAL PAINT FINISHES.
6. ALL SURFACES SHALL RECEIVE A FINISH WHETHER NOTED OR NOT. ITEMS NOT NOTED WILL BE SELECTED BY THE ARCHITECT DURING CONSTRUCTION.
7. CARPET TO TILE, TILE TO CONCRETE AND ALL OTHER TRANSITION STRIPS NOT NOTED MT TO MATCH RB-1, UNLESS NOTED OTHERWISE. PROVIDE TRANSITION STRIP OF APPROPRIATE DESIGN AT ALL CONDITIONS.
8. INTERIOR CMU – 2–COATS OF BLOCK FILLER 2–COATS OF ACRYLIC PAINT
9. EXPOSED CONCRETE FLOOR TO RECEIVE 2 COATS OF CONCRETE SEALER.
10. CONTRACTOR TO BUILD 4' X 4' BLOCK SAMPLE WALL FOR APPROVAL PRIOR TO BEGINNING BLOCK WORK ON BUILDING.
11. PAINT ALL VENTS, GRILLES, PIPING, ETC. TO MATCH ADJACENT PAINT COLOR.
12. ALL STRUCTURE, MECHANICAL EQUIPMENT, AND DECKING TO BE PAINTED THAT HAS NOT BEEN PREFINISHED SHALL BE PRIMED WITH SHERWIN WILLIAMS ALL PURPOSE METAL PRIMER (GRAY). APPLY DRY FOG LUMINOUS WHITE SEMIGLOSS PAINT AFTER PRIMER.
13. PROVIDE SAMPLES AS PER SPECS. FOR APPROVAL PRIOR TO INSTALLING ALL FINISHES.
14. COLOR AND MATERIAL CHANGES (CARPET TO CARPET, VCT TO CARPET ETC.) THAT OCCUR AT DOOR ENTRY SHALL OCCUR UNDER THE DOOR.
15. COORDINATE TILE JOINTS WITH CONCRETE CONTROL JOINTS.
16. ALL COVER PLATES (COMPUTER, LIGHTS, TELEPHONE, ETC.) TO BE STAINLESS STEEL.
17. PAINT ALL BULKHEADS TO MATCH ADJACENT WALL COLOR.
18. PROVIDE CORNER GUARDS AT ALL EXTERIOR CORNERS IN CORRIDORS AND WHERE INDICATED ON DRAWINGS
19. THE GROUT MANUFACTURER SHALL BE MAPEI OR EQUAL AND THE GROUT COLORS:
    G–1 GROUT 1: SANDED(FLOOR) – #05 CHAMOIS (FLOOR)
    G–2 GROUT 2: UNSANDED(WALLS) – #00 WHITE (WALLS)
    G–3 GROUT 3: SANDED(FLOOR) – #47 CHARCOAL (FLOOR)
20. OWNER MUST RECOMMEND FINISH FOR BAY AREA CONCRETE SLAB PRIOR TO G.C. POURING UNLESS INSTRUCTED OTHERWISE.
21. PROTECT EXPOSED CONCRETE SLABS FROM MUD AND OIL STAINS. ALL MUD STAINS MUST BE COMPLETELY REMOVED FROM CONCRETE.
22. ALL EXPOSED CONCRETE SLABS MUST RECEIVE A SECOND FINAL CLEAR COAT OF SEALER PRIOR TO TURNING PROJECT OVER TO OWNER UNLESS INSTRUCTED OTHERWISE.
23. NO EXPOSED CONDUIT WILL BE ACCEPTED IN THE APPARATUS BAY. G.C. TO COORDINATE ALL TRADES PRIOR TO ERECTION OF CMU WALLS.
24. PROVIDE ROD AND FABRIC CURTAIN AT ROOMS 105, 108 & 115 (TOTAL 8)
25. PROVIDE FLOOR FINISH UNDER SINKS, STOVE AND REFRIGERATORS.

FINISH SCHEDULE

SPORT FLOORING (NOTED AS SF–)

SF–1 ~~MONDO SPORT~~ IMPACT COLOR: 068 SABLE SAND

PORCELAIN FLOOR TILE (NOTED AS PFT–)

PFT–1 CROSSVILLE CERAMICS A747 TAWNY UP WITH 1/8" JOINTS AND GROUT–3 (6" X 8" COVE BASE WITH INSIDE & OUTSIDE CORNERS AS REQ'D. CUT AS REQ'D @ CASEWORK.
PFT–2 CROSSVILLE CERAMICS A740 NUTMEG UP WITH 1/8" JOINTS AND GROUT–1 (6" X 8" COVE BASE WITH INSIDE & OUTSIDE CORNERS AS REQUIRED). NOTE: NO COVE BASE @ LOBBY STOREFRONT. CUT COVE BASE AS REQ'D @ CASEWORK.
PFT–3 DALTILE KEYSTONES D175 ~~MEXICAN SAND~~ SPECKLE 2"X2"
PFT–4 CROSSVILLE CERAMICS A740 NUTMEG UP WITH 1/8" 1/8" JOINTS AND GROUT–1 (12" x 12" TILES)
PFT–5 CROSSVILLE CERAMICS A747 TAWNY UP WITH 1/8" JOINTS. USE GROUT–1 IN CORRIDORS & GROUT–3 IN KITCHEN & TOILET/SHOWERS. (12" x 12" TILES)
PFT–6 CROSSVILLE CERAMICS A790 BURGUNDY SMOKE UP WITH 1/8" JOINTS AND GROUT–1 (12" x 12" TILES)
PFT–7 CROSSVILLE CERAMICS A233 SAND BISQUE UP WITH 1/8" JOINTS AND GROUT–1 (12" x 12" TILES)
PFT–8 CROSSVILLE CERAMICS A747 TAWNY UP WITH 1/8" JOINTS. USE GROUT–3 (8" X 8" TILES)

CERAMIC WALL TILE (NOTED AS CWT–)

CWT–1 DALTILE 4 1/4"X4 1/4" GLAZED WALL TILE K165 ALMOND
CWT–2 DALTILE 4 1/4"X4 1/4" GLAZED WALL TILE ~~K174 MEXICAN SAND~~
CWT–3 DALTILE 4 1/4"X4 1/4" GLAZED WALL TILE ~~K180 CHAMOIS~~
CWT–4 DALTILE 4 1/4"X4 1/4" GLAZED COVE BASE K180 CHAMOIS

VINYL COMPOSITION TILE (NOTED AS VCT –)

VCT–1 MANNINGTON ESSENTIALS #153 CHAMOIS
VCT–2 ARMSTRONG #51879 ETRUSCAN RED
VCT–3 MANNINGTON DESIGNER ESSENTIALS #258 REDWOOD

RESILIENT BASE (NOTED AS RB –)

RB–1 ROPPE 1/8" X 4" HIGH COVE RUBBERMYTE COLOR–P140 FAWN
RB–2 ROPPE 1/8" X 4" HIGH COVE RUBBERMYTE COLOR–P118 CINNABAR

PAINT (NOTED AS P –)

P–1 SHERWIN WILLIAMS –SAND DOLLAR (EGGSHELL) SW6099.
P–2 SHERWIN WILLIAMS –SAND DOLLAR (SEMIGLOSS) SW6099.
P–3 SHERWIN WILLIAMS –LUMINOUS WHITE (EGGSHELL) SW1900 DRY FOG AT ROOM'S STEEL ROOF STRUCTURE.
P–4 SHERWIN WILLIAMS ~~–NEW COLONIAL YELLOW~~ (SEMIGLOSS) SW2853
P–5 SHERWIN WILLIAMS –SANDS OF TIME (SEMIGLOSS) SW6101
P–6 SHERWIN WILLIAMS ~~– ROCKWOOD RED –~~ (SEMIGLOSS) SW2802

FIBERGLASS REINFORCED PANEL (NOTED FRP–)

FRP–1 MARLITE – P140 IVORY

CEILING TILE (NOTED AS CLG–)

CLG–1 24" X 24" X 5/8" USG RADAR LAY–IN CEILING TILE WITH DONN DX BRAND SUSPENSION SYSTEM
CLG–2 24" X 24" X 1/2" USG SHEETROCK BRAND LAY–IN CEILING TILE CLIMAPLUS WITH DONN BRAND SUSPENSION SYSTEM WHITE VINYL STIPPLE PATTERN.
CLG–3 EXPOSED STRUCTURE–SEE GENERAL PAINTING & FINISH NOTE #12.
CLG–4 GYP. BD. PAINTED LUMINOUS WHITE (EGGSHELL) SW1900

PLASTIC LAMINATE (NOTED AS PL –)

PL–1 FORMICA 7014–58 COLORADO SLATE MATTE FINISH NOTE: PROVIDE ROLLED EDGE AT ALL PLASTIC LAMINATE COUNTERTOPS & VANITIES. SEE ALTERNATE.

SOLID SURFACE (NOTED AS SS–)

SS–1 CORIAN – CANVAS (C)

MINI BLINDS

MB–1 LEVELOR RIVIERA – INSTALL AT ALL INTERIOR AND EXTERIOR WINDOWS EXCEPT MAIN ENTRANCE. COLOR TO BE SELECTED DURING CONSTRUCTION.

CORNER GUARDS (NOTED AS CG –)

CG–1 1 HR RATED WALL – C/S ACROVYN #866 DOESKIN. SEE 5/7.11
CG–2 NON–RATED WALL – C/S ACROVYN #866 DOESKIN. SEE 6/7.11
CG–3 NON–RATED WALL – C/S ACROVYN #866 DOESKIN. SEE 7/7.11

WALL SECTIONS (NOTED AS WS–)

WS–1 CWT–1 FIELD. CWT 2 & 3 ACCENT. CWT–4 BASE AND PFT–8 FLOOR TILE. PFT–3 FLOOR TILE AT SHOWERS. SEE 1/7.11.

Project No. 1248

Date 09/06/07
Drawn LAC
Checked mtb
Revisions

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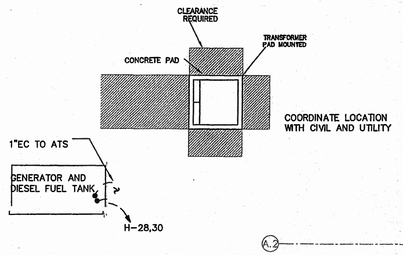
11.6.08 KCNewell

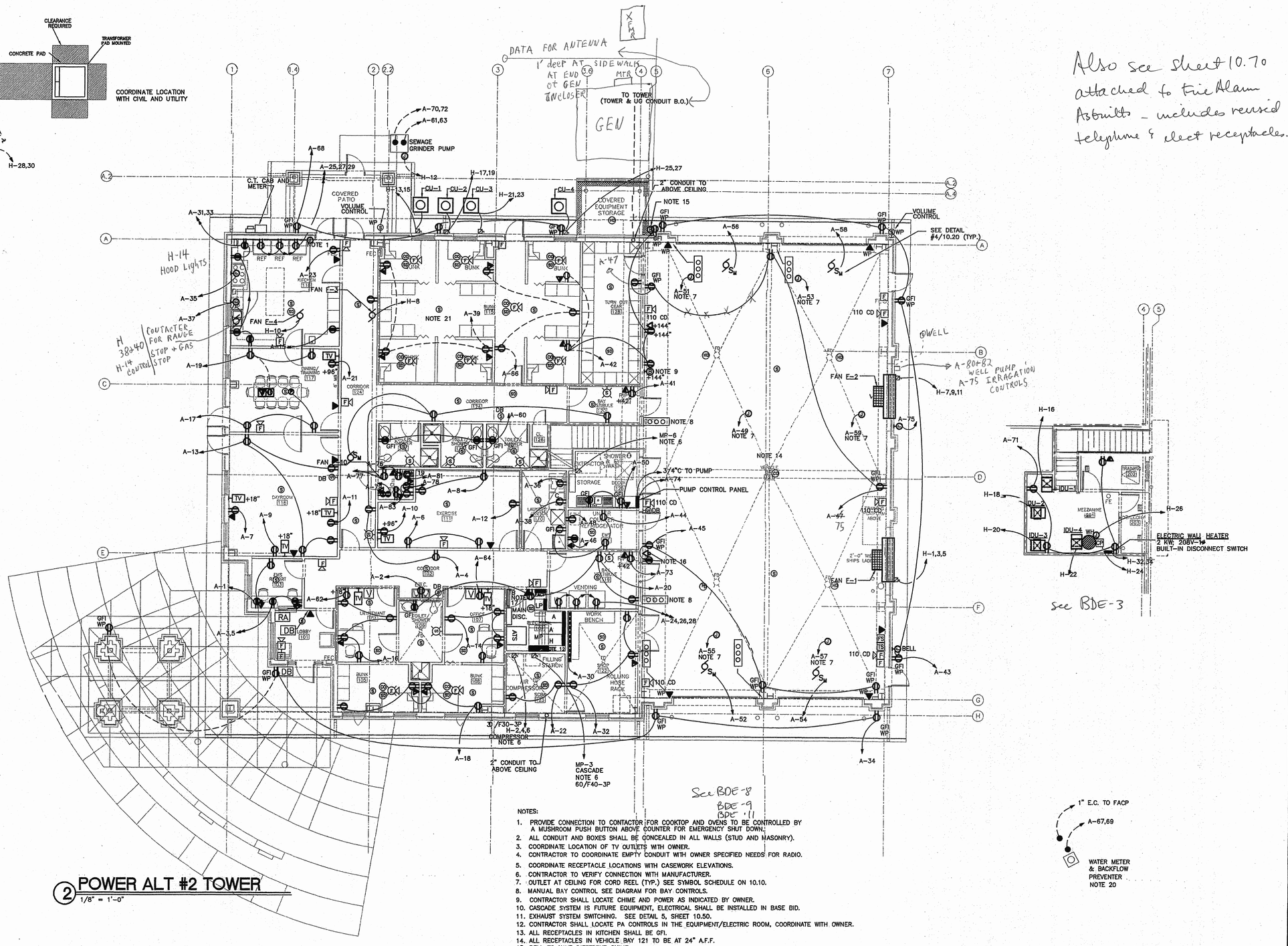
NEW FIRE & POLICE STATION FOR CITY OF NORTH PORT FIRE RESCUE DISTRICT, CITY OF NORTH PORT, FLORIDA

FINISH PLAN & SCHEDULE

sheet 7.10

STATION 83





Also see sheet 10.70 attached to Fire Alarm Asbuilts - includes revised telephone & elect receptacles.

2 POWER ALT #2 TOWER
1/8" = 1'-0"

NOTES:

1. PROVIDE CONNECTION TO CONTACTOR FOR COOKTOP AND OVENS TO BE CONTROLLED BY A MUSHROOM PUSH BUTTON ABOVE COUNTER FOR EMERGENCY SHUT DOWN.
2. ALL CONDUIT AND BOXES SHALL BE CONCEALED IN ALL WALLS (STUD AND MASONRY).
3. COORDINATE LOCATION OF TV OUTLETS WITH OWNER.
4. CONTRACTOR TO COORDINATE EMPTY CONDUIT WITH OWNER SPECIFIED NEEDS FOR RADIO.
5. COORDINATE RECEPTACLE LOCATIONS WITH CASEWORK ELEVATIONS.
6. CONTRACTOR TO VERIFY CONNECTION WITH MANUFACTURER.
7. OUTLET AT CEILING FOR CORD REEL (TYP.) SEE SYMBOL SCHEDULE ON 10.10.
8. MANUAL BAY CONTROL SEE DIAGRAM FOR BAY CONTROLS.
9. CONTRACTOR SHALL LOCATE CHIME AND POWER AS INDICATED BY OWNER.
10. CASCADE SYSTEM IS FUTURE EQUIPMENT, ELECTRICAL SHALL BE INSTALLED IN BASE BID.
11. EXHAUST SYSTEM SWITCHING. SEE DETAIL 5, SHEET 10.50.
12. CONTRACTOR SHALL LOCATE PA CONTROLS IN THE EQUIPMENT/ELECTRIC ROOM, COORDINATE WITH OWNER.
13. ALL RECEPTACLES IN KITCHEN SHALL BE GFI.
14. ALL RECEPTACLES IN VEHICLE BAY 121 TO BE AT 24" A.F.F.
15. BELL TO HAVE DIFFERENT CHIME.
16. HIGH WALL POWER AND DATA FOR FUTURE (SEE SECTION FOR HIGH WALL DETAILS.)
17. TELEPHONE BOARD TO BE 96-PORT PATCH PANEL.
18. ALL DASHED LINES ARE UNDERGROUND/SLAB
19. #6 GROUND WITH INSULATION TO SERVICE ENTRANCE.
20. COORDINATE EXACT LOCATION WITH CIVIL PLANS.
21. ALL WIRING/CONDUIT TO RUN IN CONCRETE AND UP THE WALLS(BUNK 115).

1 FLOOR PLAN - POWER
1/8" = 1'-0"

NOTE

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Project No. 1125

Date 12/02/05
Drawn MCH
Checked KGP
Revisions

optima engineering p.a.
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NEW FIRE RESCUE STATION FOR CITY OF NORTH PORT FIRE RESCUE DISTRICT. CITY OF NORTH PORT, FLORIDA

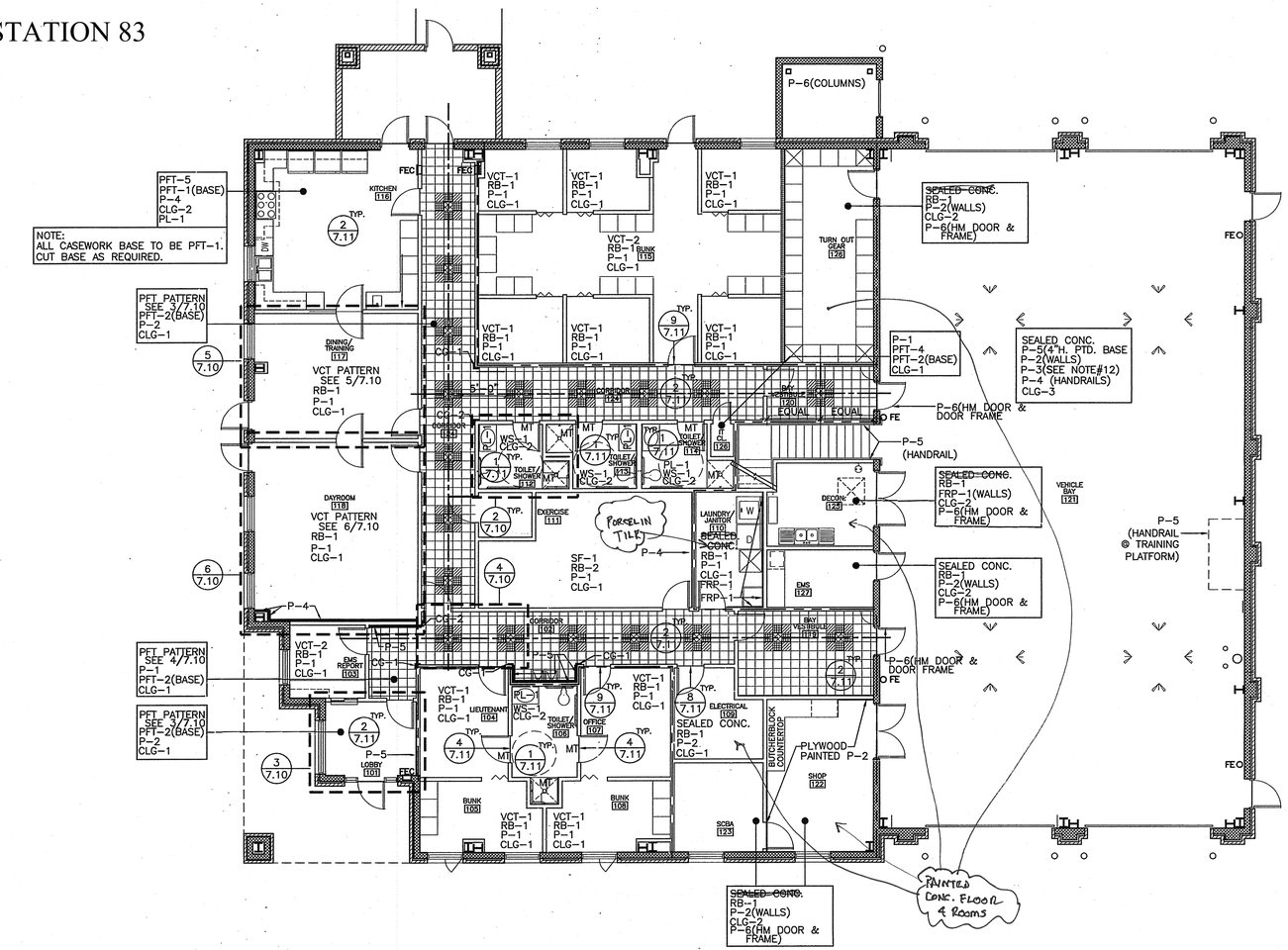
FLOOR PLAN - POWER

sheet 10.40
4 OF 6

OPTIMA #0531

FINISH FLOOR PLAN

STATION 83



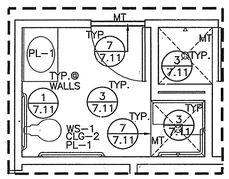
TRUE NORTH PLAN NORTH

1 FINISH FLOOR PLAN

SCALE: 1/8" = 1'-0"

ALTERNATE NO. 3

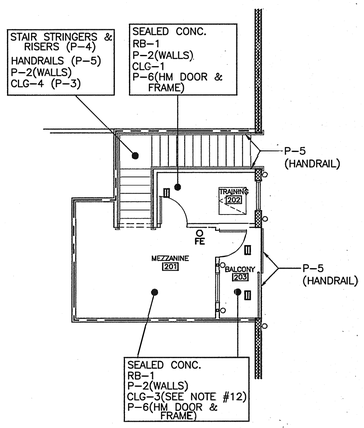
PROVIDE CORIAN SOLID SURFACE IN LIEU OF PLASTIC LAMINATE AT KITCHEN #116.
COLOR TO BE SPRUCE.
EDGE TREATMENT TO BE FULL BULLNOSE.



TRUE NORTH PLAN NORTH

2 TYPICAL DETAILS @ TOILET/SHOWER

SCALE: 1/4" = 1'-0"



TRUE NORTH PLAN NORTH

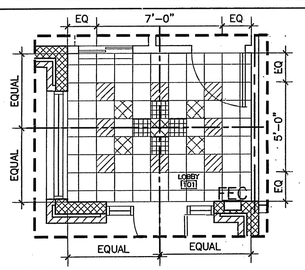
3 MEZZANINE FINISH FLOOR PLAN

SCALE: 1/8" = 1'-0"

NOTE:
PROVIDE SAME MATERIAL BASE AS FLOOR @ ALL CASEWORK AREAS.

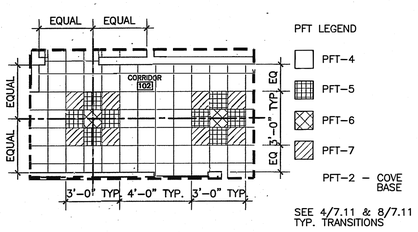
As Built 8/16/07 D.R.P.

PORCELAIN FLOOR TILE PATTERNS



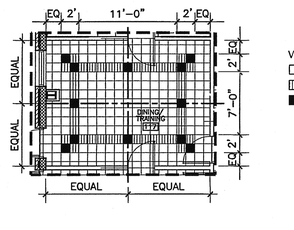
3 PFT PATTERN

SCALE: 1/4" = 1'-0"



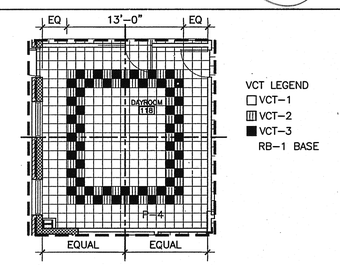
4 PFT PATTERN

SCALE: 1/4" = 1'-0"



5 VCT PATTERN

SCALE: 1/8" = 1'-0"



6 VCT PATTERN

SCALE: 1/8" = 1'-0"

FINISH NOTES

GENERAL PAINTING & FINISH NOTES:

1. ALL DOORS, CABINETS, SHELVES, WINDOW STOOLS, ETC. SHALL BE RED OAK WITH CLEAR POLYURETHANE FINISH.
2. INTERIOR DOOR FRAMES SHALL BE PAINTED WITH SEMIGLOSS ENAMEL TO MATCH P-2 COLOR. EXTERIOR AND INTERIOR VEHICLE BAY DOORS & DOOR FRAMES TO BE PAINTED WITH SEMIGLOSS ENAMEL TO MATCH P-6. SEE 1/7.10 FOR P-6 PAINT LOCATIONS OF INTERIOR DOORS & FRAMES.
3. PROVIDE TAN TRAVERTINE THRESHOLDS AT ENTRANCES TO ALL ROOMS WITH HARD TILE FLOORS. NOTED AS MT ON DRAWINGS.
4. PROVIDE MINI BLINDS AT ALL INTERIOR & EXTERIOR WINDOWS EXCEPT MAIN ENTRANCE.
5. PRIME ALL SURFACES PRIOR TO APPLYING FINAL PAINT FINISHES.
6. ALL SURFACES SHALL RECEIVE A FINISH WHETHER NOTED OR NOT. ITEMS NOT NOTED WILL BE SELECTED BY THE ARCHITECT DURING CONSTRUCTION.
7. CARPET TO TILE, TILE TO CONCRETE AND ALL OTHER TRANSITION STRIPS NOT NOTED MT TO MATCH RB-1, UNLESS NOTED OTHERWISE. PROVIDE TRANSITION STRIP OF APPROPRIATE DESIGN AT ALL CONDITIONS.
8. INTERIOR CMU – 2–COATS OF BLOCK FILLER
   2–COATS OF ACRYLIC PAINT
9. EXPOSED CONCRETE FLOOR TO RECEIVE 2 COATS OF CONCRETE SEALER.
10. CONTRACTOR TO BUILD 4' X 4' BLOCK SAMPLE WALL FOR APPROVAL PRIOR TO BEGINNING BLOCK WORK ON BUILDING.
11. PAINT ALL VENTS, GRILLES, PIPING, ETC. TO MATCH ADJACENT PAINT COLOR.
12. ALL STRUCTURE, MECHANICAL EQUIPMENT, AND DECKING TO BE PAINTED THAT HAS NOT BEEN PREFINISHED SHALL BE PRIMED WITH SHERWIN WILLIAMS ALL PURPOSE METAL PRIMER (GRAY), APPLY DRY FOG LUMINOUS WHITE SEMIGLOSS PAINT AFTER PRIMER.
13. PROVIDE SAMPLES AS PER SPECS. FOR APPROVAL PRIOR TO INSTALLING ALL FINISHES.
14. COLOR AND MATERIAL CHANGES (CARPET TO CARPET, VCT TO CARPET ETC.) THAT OCCUR AT DOOR ENTRY SHALL OCCUR UNDER THE DOOR.
15. COORDINATE TILE JOINTS WITH CONCRETE CONTROL JOINTS.
16. ALL COVER PLATES (COMPUTER, LIGHTS, TELEPHONE, ETC.) TO BE STAINLESS STEEL.
17. PAINT ALL BULKHEADS TO MATCH ADJACENT WALL COLOR.
18. PROVIDE CORNER GUARDS AT ALL EXTERIOR CORNERS IN CORRIDORS AND WHERE INDICATED ON DRAWINGS
19. THE GROUT MANUFACTURER SHALL BE MAPEI OR EQUAL AND THE GROUT COLORS:
    G–1 GROUT 1: SANDED(FLOOR) – #05 CHAMOIS (FLOOR)
    G–2 GROUT 2: UNSANDED(WALLS) – #00 WHITE (WALLS)
    G–3 GROUT 3: SANDED(FLOOR) – #47 CHARCOAL (FLOOR)
20. OWNER MUST RECOMMEND FINISH FOR BAY AREA CONCRETE SLAB PRIOR TO G.C. POURING UNLESS INSTRUCTED OTHERWISE.
21. PROTECT EXPOSED CONCRETE SLABS FROM MUD AND OIL STAINS. ALL MUD STAINS MUST BE COMPLETELY REMOVED FROM CONCRETE.
22. ALL EXPOSED CONCRETE SLABS MUST RECEIVE A SECOND FINAL CLEAR COAT OF SEALER PRIOR TO TURNING PROJECT OVER TO OWNER UNLESS INSTRUCTED OTHERWISE.
23. NO EXPOSED CONDUIT WILL BE ACCEPTED IN THE APPARATUS BAY. G.C. TO COORDINATE ALL TRADES PRIOR TO ERECTION OF CMU WALLS.
24. PROVIDE ROD AND FABRIC CURTAIN AT ROOMS 105, 108 AND ALL BUNK ROOMS.
25. PROVIDE FLOOR FINISH UNDER SINKS, STOVE AND REFRIGERATORS.

FINISH SCHEDULE

SPORT FLOORING (NOTED AS SF–)

SF–1	MONDO SPORT IMPACT COLOR: 033 AQUA

PORCELAIN FLOOR TILE (NOTED AS PFT–)

PFT–1	CROSSVILLE CERAMICS A410 GREENBRIAR UP WITH 1/8" JOINTS AND GROUT–3 (6" X 8" COVE BASE WITH INSIDE & OUTSIDE CORNERS AS REQ'D. CUT AS REQ'D @ CASEWORK.
PFT–2	CROSSVILLE CERAMICS A740 NUTMEG UP WITH 1/8" JOINTS AND GROUT–1 (6" X 8" COVE BASE WITH INSIDE & OUTSIDE CORNERS AS REQUIRED). NOTE: NO COVE BASE @ LOBBY STOREFRONT. CUT COVE BASE AS REQ'D @ CASEWORK.
PFT–3	DALTILE KEYSTONES D175 MEXICAN SAND SPECKLE 2"X2"
PFT–4	CROSSVILLE CERAMICS A740 NUTMEG UP WITH 1/8" 1/8" JOINTS AND GROUT–1 (12" x 12" TILES)
PFT–5	CROSSVILLE CERAMICS A410 GREENBRIAR UP WITH 1/8" JOINTS. USE GROUT–1 IN CORRIDORS & GROUT–3 IN KITCHEN & TOILET/SHOWERS. (12" x 12" TILES)
PFT–6	CROSSVILLE CERAMICS A790 BURGUNDY SMOKE UP WITH 1/8" JOINTS AND GROUT–1 (12" x 12" TILES)
PFT–7	CROSSVILLE CERAMICS A233 SAND BISQUE UP WITH 1/8" JOINTS AND GROUT–1 (12" x 12" TILES)
PFT–8	CROSSVILLE CERAMICS A410 GREENBRIAR UP WITH 1/8" JOINTS. USE GROUT–3 (8" X 8" TILES)

CERAMIC WALL TILE (NOTED AS CWT–)

CWT–1	DALTILE 4 1/4"X4 1/4" GLAZED WALL TILE K165 ALMOND
CWT–2	DALTILE 4 1/4"X4 1/4" GLAZED WALL TILE K162 TEAL
CWT–3	DALTILE 4 1/4"X4 1/4" GLAZED WALL TILE Q192 AEGEAN
CWT–4	DALTILE 4 1/4"X4 1/4" GLAZED COVE BASE Q192 AEGEAN

VINYL COMPOSITION TILE (NOTED AS VCT –)

VCT–1	MANNINGTON ESSENTIALS #133 ALMONDINE
VCT–2	MANNINGTON ESSENTIALS #165 TEAL
VCT–3	MANNINGTON DESIGNER ESSENTIALS #215 AEGEAN

RESILIENT BASE (NOTED AS RB –)

RB–1	ROPPE 1/8" X 4" HIGH COVE RUBBERMYTE COLOR–P140 FAWN
RB–2	ROPPE 1/8" X 4" HIGH COVE RUBBERMYTE COLOR–P118 PEACOCK

PAINT (NOTED AS P –)

P–1	SHERWIN WILLIAMS –SAND DOLLAR (EGGSHELL) SW6099.
P–2	SHERWIN WILLIAMS –SAND DOLLAR (SEMIGLOSS) SW6099.
P–3	SHERWIN WILLIAMS –LUMINOUS WHITE (EGGSHELL) SW1900 DRY FOG AT ROOM'S STEEL ROOF STRUCTURE.
P–4	SHERWIN WILLIAMS –SANDS OF TIME (SEMI–GLOSS) SW6101
P–5	SHERWIN WILLIAMS –LAGOON (SEMIGLOSS) SW6480.
P–6	SHERWIN WILLIAMS –ROCKWOOD RED (SEMI–GLOSS) SW2802

FIBERGLASS REINFORCED PANEL (NOTED FRP–)

FRP–1	MARLITE – P140 IVORY

CEILING TILE (NOTED AS CLG–)

CLG–1	24" X 24" X 5/8" USG RADAR LAY–IN CEILING TILE WITH DONN DX BRAND SUSPENSION SYSTEM
CLG–2	24" X 24" X 1/2" USG SHEETROCK BRAND LAY–IN CEILING TILE CLIMAPLUS WITH DONN BRAND SUSPENSION SYSTEM WHITE VINYL STIPPLE PATTERN.
CLG–3	EXPOSED STRUCTURE–SEE GENERAL PAINTING & FINISH NOTE #12.
CLG–4	GYP. BD. PAINTED LUMINOUS WHITE (EGGSHELL) SW1900

PLASTIC LAMINATE (NOTED AS PL –)

PL–1	FORMICA 7014–58 COLORADO SLATE MATTE FINISH NOTE: PROVIDE ROLLED EDGE AT ALL PLASTIC LAMINATE COUNTERTOPS & VANITIES. SEE ALTERNATE.

MINI BLINDS

MB–1	LEVELOR RIVIERA – INSTALL AT ALL INTERIOR AND EXTERIOR WINDOWS EXCEPT MAIN ENTRANCE. COLOR TO BE SELECTED DURING CONSTRUCTION.

CORNER GUARDS (NOTED AS CG –)

CG–1	1 HR RATED WALL – C/S ACROVYN #866 DOESKIN. SEE 5/7.11.
CG–2	NON–RATED WALL – C/S ACROVYN #866 DOESKIN. SEE 6/7.11.

WALL SECTIONS (NOTED AS WS–)

WS–1	CWT–1 FIELD, CWT 2 & 3 ACCENT, CWT–4 BASE AND PFT–8 FLOOR TILE. PFT–3 FLOOR TILE AT SHOWERS. SEE 1/7.11.

Project No. 1125

Date 12/02/05
Drawn LAC
Checked NP
Revisions

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www.scn-architects.com

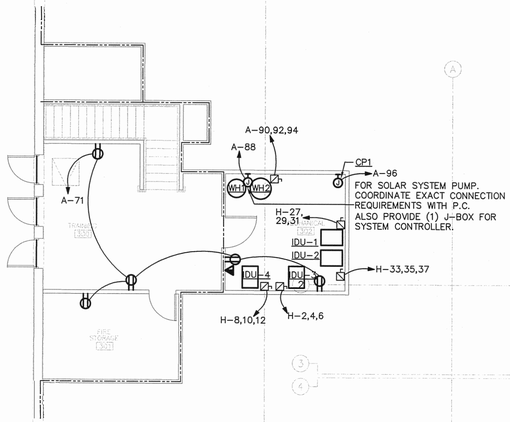
12.2.05 K.Cantwell

NEW FIRE RESCUE STATION FOR CITY OF NORTH PORT FIRE RESCUE DISTRICT, CITY OF NORTH PORT, FLORIDA

FINISH PLAN & SCHEDULE

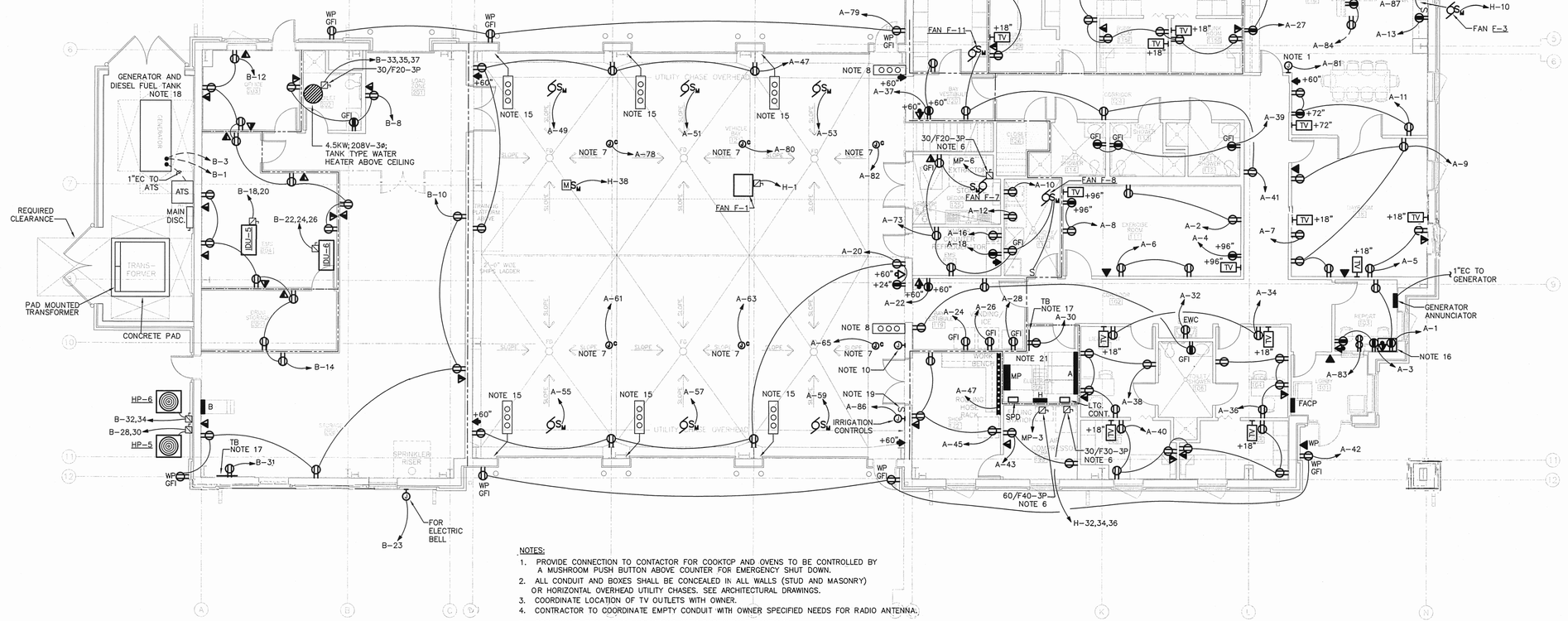
sheet 7.10

STATION 84



2 MEZZANINE PLAN - POWER

1/8" = 1'-0"



NOTES:

1. PROVIDE CONNECTION TO CONTACTOR FOR COOKTOP AND OVENS TO BE CONTROLLED BY A MUSHROOM PUSH BUTTON ABOVE COUNTER FOR EMERGENCY SHUT DOWN.
2. ALL CONDUIT AND BOXES SHALL BE CONCEALED IN ALL WALLS (STUD AND MASONRY) OR HORIZONTAL OVERHEAD UTILITY CHASES. SEE ARCHITECTURAL DRAWINGS.
3. COORDINATE LOCATION OF TV OUTLETS WITH OWNER.
4. CONTRACTOR TO COORDINATE EMPTY CONDUIT WITH OWNER SPECIFIED NEEDS FOR RADIO ANTENNA.
5. COORDINATE RECEPTACLE LOCATIONS WITH CASEWORK ELEVATIONS.
6. CONTRACTOR TO VERIFY CONNECTION WITH MANUFACTURER.
7. OUTLET AT CEILING FOR CORD REEL (TYP.) SEE SYMBOL SCHEDULE ON 10.10. COORDINATE EXACT LOCATION WITH OWNER.
8. MASTER OVERHEAD DOOR CONTROL. SEE DIAGRAM FOR BAY CONTROLS.
9. CONTRACTOR SHALL LOCATE CHIME AND POWER AS INDICATED BY OWNER.
10. J-BOX FOR TRAFFIC CONTROL STATION. PROVIDE 3/4"EC FOR CONTROL WIRING. COORDINATE WITH OWNER.
11. ALL TELEPHONE OUTLETS IN VEHICLE BAY TO BE WP MOUNTED AT 48" A.F.F.
12. ALL RECEPTACLES IN VEHICLE BAY TO BE AT 24" A.F.F AND WP/GFI.
13. ALL RECEPTACLES IN KITCHEN SHALL BE GFI.
14. LEGIBLY MARK C.U. DISCONNECT TO INDICATE EQUIPMENT SERVED. PER NEC 110.22.
15. MOUNT DOOR CONTROLS TO THE FRONT OF THE STEEL BEAM IF WALL IS NOT ACCESSIBLE.
16. PA EQUIPMENT LOCATION. COORDINATE LOCATION WITH OWNER.
17. TELEPHONE BOARD TO BE 96-PORT PATCH PANEL COORDINATE EXACT PORT REQUIREMENTS WITH OWNER'S I.T. REPRESENTATIVE.
18. ACQUIRE A FDEP PERMIT FOR GENERATOR FUEL TANK, PER LOCAL REQUIREMENTS.
19. SWITCH TO FAN F-1. SEE DETAIL#3/10.60.
20. ALL CONDUIT THAT RUNS THROUGH APPARATUS BAY TO BE ROUTED THROUGH UTILITY CHASE AT PLAN SOUTH WALL. COORDINATE WITH PLUMBING AND G.C. PROVIDE (1) 1-1/2"EC FROM ELEC. 109 THROUGH EACH APP. BAY CHASE.
21. ALL CONDUIT STUBS IN UTILITY ROOM TO HAVE A 4" MIN. CONCRETE CURB. COORDINATE WITH G.C.

1 FLOOR PLAN - POWER

1/8" = 1'-0"

NOTE

ALL NOTES APPLY TO ALL DRAWINGS AND ALL TRADES. IT IS THE RESPONSIBILITY OF ALL CONTRACTORS AND TRADES TO COORDINATE THE INSTALLATION OF THEIR WORK WITH THE INSTALLATION OF WORK BY ALL OTHER CONTRACTORS AND TRADES. THE REQUIREMENTS OF THE DRAWINGS, GENERAL REQUIREMENTS AND ALL ITEMS OF THE CONTRACT DOCUMENTS ARE EQUALLY BINDING ON ALL CONTRACTORS AND TRADES. EACH CONTRACTOR IS REQUIRED TO MAINTAIN FULL SETS OF THE CON- TRACT DOCUMENTS FOR HIS EMPLOYEES USE ON THE PROJECT TO ASSURE THAT ALL WORK IS PROPERLY COORDINATED AND INSTALLED WITH THE WORK OF OTHER CONTRACTORS AND TRADES.

WHENEVER THERE ARE DISCREPANCIES BETWEEN DRAWINGS, OR BETWEEN THE DRAWINGS AND SPECIFICATIONS, OR CONFLICTS WITHIN THE SPECIFICATIONS AND/OR DRAWINGS, AND SUCH DISCREPANCY IS NOT CALLED TO THE ARCHITECT'S ATTENTION IN TIME TO PERMIT CLARIFICATION BY ADDENDUM, THE CONTRACTOR SHALL BASE HIS/HER BID UPON PROVIDING THE BETTER QUALITY OR GREATER OF WORK OR MATERIAL CALLED FOR, SHALL SUBMIT A WRITTEN STATEMENT WITH HIS PROPOSAL NOTING SUCH DISCREPANCIES, AND SHALL SO FURNISH AND INSTALL SUCH BETTER QUALITY OR GREATER QUANTITY UNLESS OTHERWISE ORDERED IN WRITING.

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Project No. 1300

Date 01-06-2010

Drawn MCH

Checked MM

Revisions

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KEITH G. PEEL LICENSE 41514 STATE OF FLORIDA PROFESSIONAL ENGINEER

NEW FIRE STATION FOR CITY OF NORTH PORT FIRE RESCUE DISTRICT, CITY OF NORTH PORT, FLORIDA

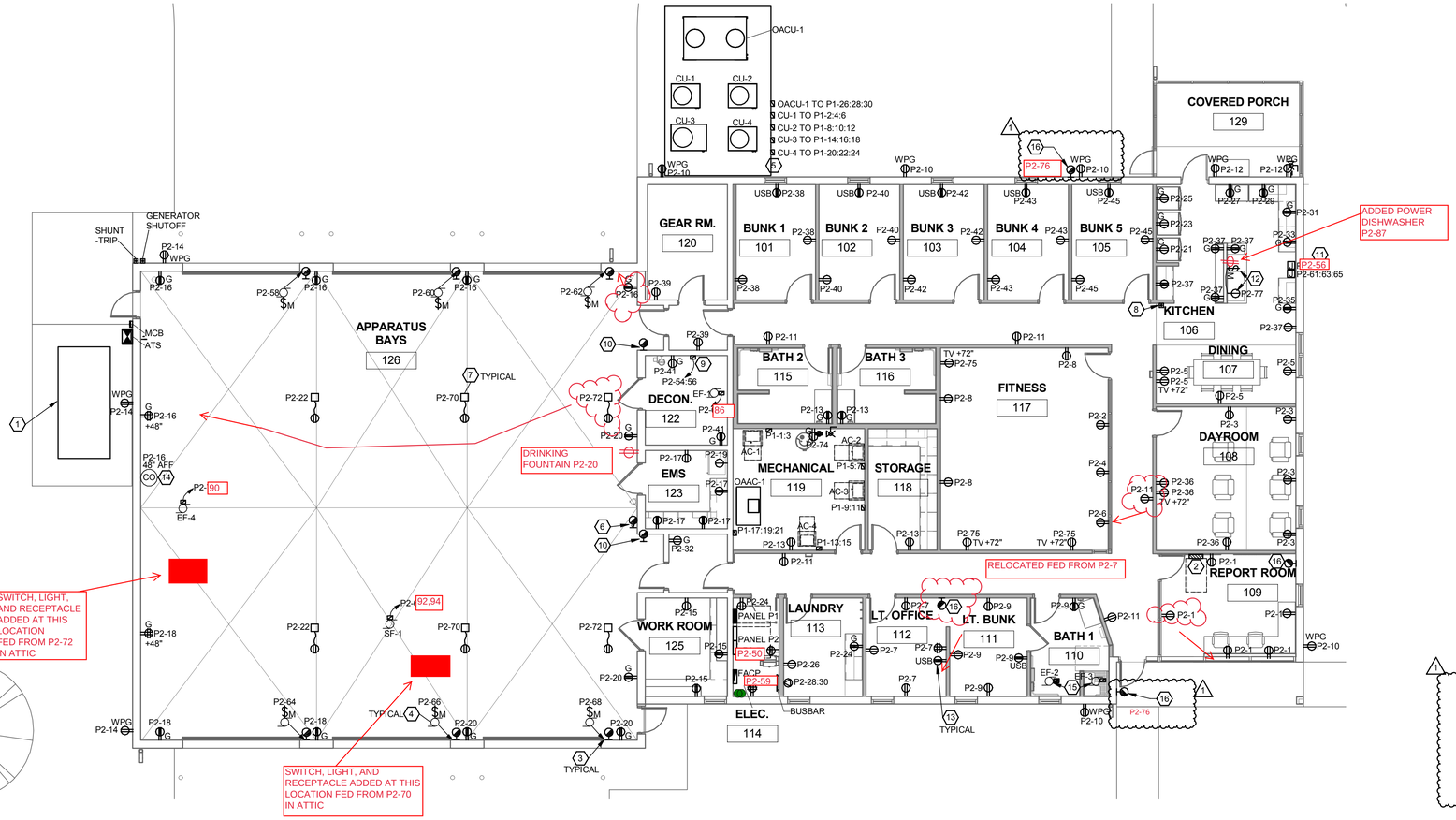
FLOOR PLAN - POWER

sheet 10.40

4 OF 9

OPTIMA #09-0125

STATION 85



1 FLOOR PLAN - POWER
1/8" = 1'-0"

GENERAL NOTES:

1. REFER TO GENERAL NOTES FOR THIS DISCIPLINE.
2. REFER TO SPECIFICATIONS.
3. WHERE CONDUIT ROUTING IS SHOWN, THE CONDUITS ARE SHOWN FOR DIAGRAMMATIC PURPOSES AND ARE NOT NECESSARILY REPRESENTATIVE OF EXACT PLACEMENT.
4. MOUNT ALL DISCONNECT SWITCHES FOR MECHANICAL EQUIPMENT WITHIN SIX (6) FEET OF EQUIPMENT AS REQUIRED BY APPLICABLE CODES AND STANDARDS. RELOCATE DISCONNECT SWITCHES SHOWN ON DRAWINGS TO LOCATION REQUIRED TO COMPLY WITH THIS REQUIREMENT AND APPLICABLE CODES/STANDARDS. LOCATIONS FOR DISCONNECT SWITCHES SHOWN ON DRAWINGS IS FOR GENERAL INFORMATION ONLY.
5. REFER TO MECHANICAL EQUIPMENT FEEDER AND PANEL SCHEDULES FOR ELECTRICAL REQUIREMENTS FOR MECHANICAL AND PLUMBING EQUIPMENT INCLUDING CIRCUIT NUMBERS.

HEX NOTES:

1 BACKUP GENERATOR, SEE RISER AND DETAILS FOR ADDITIONAL INFO.
2 GENERATOR ANNUNCIATOR, PROVIDE 1" CONDUIT WITH PULL STRING TO GENERATOR CONTROLLER.
3 APPARATUS BAY DOOR CONTROLS, SEE DETAILS.
4 WALL MOUNTED, APPARATUS BAY DOOR MOTOR CONNECTION. COORDINATE MOUNTING HEIGHT WITH DOOR INSTALLER. SEE DETAILS.
5 RACK MOUNTED DISCONNECTS FOR HVAC EQUIPMENT, SEE DETAILS.
6 APPARATUS BAY EXHAUST FAN CONTROL SWITCH.
7 CEILING MOUNTED JUNCTION BOX WITH CORD REEL. PROVIDE CORD REEL WITH 451 CABLE AND DUPLEX OUTLET. BASIS OF DESIGN: HUBBEL HBL45123R20. VERIFY LOCATION WITH OWNER.
8 EMERGENCY SHUTOFF FOR KITCHEN EQUIPMENT...
9 30A. 240V DISCONNECT FOR EXTACTOR.
10 MASTER OVERHEAD DOOR CONTROL.
11 WALL MOUNT J-BOX FOR KITCHEN HOOD & EXHAUST FAN. FAN/HOOD DISCONNECT PROVIDED BY MECHANICAL.
12 SIMPLEX OUTLET & SWITCH FOR GARBAGE DISPOSAL. COORDINATE EXACT LOCATION WITH PLUMBING.
13 120V RECEPTACLE WITH INTEGRATED USB CHARGING PORT, SEE SPECIFICATIONS.
14 WALL MOUNTED CARBON MONOXIDE DETECTOR. ACME #01-01E3R(E). CONNECTED TO EXHAUST SYSTEM. SEE SHEET E9.04 FOR WIRING DETAILS
15 CONNECT BATHROOM EF TO LIGHTING CIRCUIT AND CONTROLS.
16 SAVOY HOUSE SKYY WALL FAN IN ENGLISH BRONZE 12-WF-13 MOUNTED AT 72" AFF.
16 EMERGENCY CALL BOX, VIKING E-1600A-EWP MOUNTED AT 48" AFG. PROVIDE (1) CAT 6 CABLE IN 1" CONDUIT BACK TO COMM/DATA RACK IN ELECTRICAL ROOM 114. PROVIDED WALL MOUNTED LIGHT ABOVE CALL BOX AT 7'-0" AFG, CHANNELED LN30-GU10-RAL-9003-T-LG WITH RED LED GU10 BASE LAMP. CONNECT LIGHT TO NEAREST EXTERIOR LIGHTING CIRCUIT WITH PHOTOCELL ON/OFF CONTROL.

1
16 EMERGENCY CALL BOX, VIKING E-1600A-EWP MOUNTED AT 48" AFG. PROVIDE (1) CAT 6 CABLE IN 1" CONDUIT BACK TO COMM/DATA RACK IN ELECTRICAL ROOM 114. PROVIDED WALL MOUNTED LIGHT ABOVE CALL BOX AT 7'-0" AFG, CHANNELED LN30-GU10-RAL-9003-T-LG WITH RED LED GU10 BASE LAMP. CONNECT LIGHT TO NEAREST EXTERIOR LIGHTING CIRCUIT WITH PHOTOCELL ON/OFF CONTROL.

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STATE OF
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PROFESSIONAL ENGINEER
SEAL

N

PROJECT TITLE: CITY OF NORTHPORT FIRE RESCUE FIRE STATION #85
1100 NORTH BISCAYNE DRIVE, NORTH PORT FL.

CURRENT ISSUE STATUS: 100% CONSTRUCTION DOCUMENTS 4/20/16

REV	DESCRIPTION	DATE
E	RECORD DRAWING	7/27/17
1	OWNER CHANGE	3/13/17

GRAPHIC SCALE: 0" 1"

SCALE:	1/8" = 1'-0"
PROJECT MANAGER:	KJP
DRAWN BY:	KJP
A/E OF RECORD:	TMS
PROJECT NO:	15419

SHEET TITLE: FLOOR PLAN - POWER

SHEET No.: E1.01

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ENG. BUS. No. EB-0015096
CERT. OF AUTH. No. 5266
7680 Cambridge Manor Place, Suite 101
Fort Myers, FL 33907
PHONE (239) 332-1187 FAX (239) 332-9195

Project No. 2015-216

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City of North Port

FIRE STATION ALERTING SYSTEM

Request for Proposal No. 2020-40

PUBLIC NOTICE/ADVERTISEMENT

REQUEST FOR PROPOSAL
CITY OF NORTH PORT, FLORIDA

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

RFP NO. 2020-40
FIRE STATION ALERTING SYSTEM

It is the intent of the City of North Port to request proposals from experienced, competent and qualified respondents for the supply and installation of hardware, software, and implementation services for turnkey fire station alerting systems at various fire stations within the City.

PROPOSAL DUE DATE:
March 03, 2020 AT 2:00 P.M.

Proposals may be mailed, or hand delivered to the Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, NO LATER THAN 2:00 PM ON March 03, 2020. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED.

NON-MANDATORY PRE-PROPOSAL MEETING. All potential respondents are recommended to attend the non-mandatory pre-proposal meeting. The purpose of the pre-proposal meeting is to provide a briefing on the City's expectations and performance requirements for submission of proposal documents. There will be a site visit at each of the five (5) operational fire rescue stations directly after the meeting is held. (*Open to the Public)*	***FEBRUARY 11, 2020 at 2:00 P.M. City Hall, Room 302***
EVALUATION AND RANKING COMMITTEE MEETING (*Open to the Public)*	***MARCH 16, 2020, at 2:00 P.M. City Hall, Room 244***

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 Justin Daly, Contract Administrator I at 941.429.7102. Requests for additional information or clarification must be submitted in writing via facsimile to 941.429.7173 or emailed to purchasing@cityofnorthport.com. Responses will be provided to all known respondents in writing through the addenda process. No verbal requests will be honored. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **February 25, 2020 at 2:00 P.M.**

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

PUBLISH: February 04, 2020
www.cityofnorthport.com
www.demandstar.com

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STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a proposal on this service, please return this form to purchasing@cityofnorthport.com, via fax to 941.429.7173, or to the above address immediately.

We the undersigned have declined to submit a proposal on the requested service for **RFP No. 2020-40: FIRE STATION ALERTING SYSTEM** 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, FL hereinafter referred to as the "City" requests proposals from experienced, competent and qualified Firms for the supply and installation of hardware, software, and implementation services for turnkey fire station alerting systems at various fire stations within the City. At the discretion of the City, one or more future add-on location(s) may be included in the services requested. The City reserves the right to increase or decrease the scope of services requested to be performed.

It is the intent of the City to select a firm whose submitted and demonstrated response illustrates the highest level of knowledge and ability to perform the tasks outlined herein, based on their proposed price and team's ability to provide the goods/services specified herein.

The firm may propose subcontractors; however, the City will only enter into contract(s) with the selected prime firm(s). If a firm is selected based on a team that includes subcontractors, that firm shall use the subcontracted firm for the life of the Contract unless proof of extenuating circumstances is provided. The City reserves the right to approve all subcontractors. In addition, key personnel identified shall remain the key personnel for the life of the Contract, unless proof of extenuating circumstances is provided. The City reserves the right to approve all key personnel. No diversion or substitution of personnel or principals will be allowed without submission of a written request with the qualifications and experience of the proposed replacement.

B. Time and Due Date: The City of North Port will accept **SEALED** proposals from qualified firms consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida **no later than 2:00 pm March 03, 2020.**

2. BACKGROUND: North Port is located approximately twelve miles east of the Gulf of Mexico. It is positioned on the southwest side of Florida in the southernmost part of Sarasota County, which is bordered on the south by Charlotte County, on the east by Desoto County and to the north by Manatee County. The City is comprised of 104± square miles and is the third largest city in the state. The 2016 Census named the City the largest city in Sarasota County with a population of 64,274 and it still is largely undeveloped. The City has 70,608 platted residential lots, 813 miles of roads and 164 miles of man-made canals. The City provides fire and emergency medical services, education, and technical rescue response from six stations, covering 104 square miles. The City has five (5) fire rescue stations currently in operation with a 6th coming online/operational within the next 12-24 months.

3. 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 Respondent understands that this RFP does not constitute an agreement or a contract with the Respondent. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute a Contract.

This contract will become effective immediately upon approval of the contract by the City Commission and will remain in effect through the completion of the project installation/implementation. The anticipated completion date for the project is 2 months from award.

4. **DEVELOPMENT COSTS:** The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Respondents should prepare a straightforward and concise description of the Respondent's ability to meet the requirements of the RFP.

5. **DEFINITIONS:**

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.

CONTRACTOR: The term "Contractor" shall refer after award, said successful Respondent/Firm will be referred to as the Contractor.

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

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 terms "Proposal", "Reply" and "Submittal" shall refer to the complete response of the Respondent to the RFP, including properly completed forms and supporting documentation.

RESPONDENT/FIRM: The terms "Respondent" or "Firm" 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 Contract 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" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Respondent, who contract with the Successful Respondent 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 Respondent.

After award of Contract - Changes to the originally proposed project team (Contractor Key personnel, Sub-Contractors, Sub-Contractor Key personnel, Principal, 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 Contractor 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 Respondent in accordance with entirety of the scope of work required by this RFP including all terms and conditions of this Solicitation.

6. **INQUIRIES:** The City will not respond to oral inquiries. Respondents may submit written, e-mailed or faxed, inquiries regarding this RFP to the Purchasing fax number at 941.429.7173 or the Purchasing e-mail address at Purchasing@cityofnorthport.com. The last day for questions is **February 25, 2020 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 Respondent, prior to submitting their proposal, to contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

7. **PRE-PROPOSAL MEETING:** A pre-proposal meeting will be held on **February 11, 2020 @ 2:00 pm, City Hall, Room 302** for this project. There will be a site visit at each of the five (5) operational fire rescue stations directly after the meeting is held. All potential respondents are recommended to attend the non-mandatory pre-proposal meeting. The purpose of the pre-proposal meeting is to provide a briefing on the City's expectations and performance requirements for submission of proposal documents.

8. **PROPOSAL SUBMISSION AND WITHDRAWAL:** The City will receive **SEALED** proposals at the following address and clearly marked on the outside: RFP NO. 2020-40 FIRE STATION ALERTING SYSTEM addressed to:

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

   Proposals received after the established deadline will not be opened. Respondents 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.

9. **PRESENTATIONS/DISCUSSIONS:** The Selection Committee may conduct discussions with firms of the Committee's choosing, regarding their qualifications, approach to the project, and ability to furnish the required services. The City will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations

(i.e. travel, accommodations, etc.). The discussions/presentations/interviews are closed to the public per Chapter 286, as amended, of the Florida Statutes.

10. **PROPOSAL RESTRICTIONS:** In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part IV - "Rules and Instructions for Preparing Proposal and Required Submittal Forms" contained within this RFP.

    - **EXAMINATION OF PROPOSAL DOCUMENTS/SITE:** Prior to proposal submission, Respondents 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 Respondent, 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 Respondent shall examine the site and all conditions thereon. All proposals shall be presumed to include all such existing conditions as may affect any work to be done in this Contract. Failure to familiarize themselves with such conditions will in no way relieve the successful Respondent from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications.

11. **CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between 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/Technical Specifications, Plans, Permits, reports and then the General Terms and Conditions. It is incumbent upon the Respondent to identify such conflicts to the designated purchasing representative prior to the proposal response date.

12. **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 Respondents are strongly recommended to submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".

13. **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."

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

15. **REGULATIONS:** Violation of any local, state or federal law in the performance of this Contract shall constitute a material breach of this Contract.

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

17. **FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Respondent of such occurrence and the Contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

18. **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.

19. **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 Contract 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.

20. **PERFORMANCE EVALUATION:** At the end of the Contract, the receiving department will evaluate the successful Respondent's performance. This evaluation will become public record.

21. **PAYMENTS:** The City shall pay the Contractor through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. The Contractor shall submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific

services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services. The Contractor's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

22. INSURANCE REQUIREMENTS:

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

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

i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of $1,000,000 each accident; $1,000,000 each employee; and $1,000,000 policy limit for disease.

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

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

iv. **General requirements:** The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability Policy. 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 Contractor. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

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

B. WAIVER OF SUBROGATION: All required insurance policies 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 polices that arise from the contractual relationship or work performed by

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

C. POLICY FORM

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

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

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

iii. Each insurance policy required by this Contract shall:

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

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

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

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

vi. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this 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 Contractor 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 Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

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

x. The Certificate of Insurance must include the following:

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

In the "Certificate Holder" section

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

23. INDEMNITY: The Contractor 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 Contractor, or Contractor's officers, employees, agents, and other persons employed or utilized by the Contractor in the performance of, or the failure to perform, the Contract.

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

The City shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Contract. 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 Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

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

24. **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.

25. **COLLECTION OF FEES, ASSESSMENTS AND TAXES:** By acceptance of an Contract, 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 Respondents 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 Respondent 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 a Contract. 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 Contract 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 Contract 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 Contract 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 Contract is enforceable unless agreed to in writing by both parties and

incorporated into this Contract. The City Manager or designee may agree to amendments that do not increase compensation to Contractor.

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

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

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

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

33. 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 Respondents should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Respondent is asserting that certain information in its proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Respondent is required to do the following: (1) identify, with specificity, the information which the Respondent 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 Respondent's other proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Respondent'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 Respondent's confidential/proprietary/exempt information must be submitted with the Respondent's other proposal documents.

Respondent is advised that failure to follow the aforementioned instructions may result in Respondent'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 Respondent 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 Respondent'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.

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

1. Keep and maintain public records required by the CITY to perform the service.

    a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See http://dos.state.fl.us/library-archives/records-management/general-records-schedules/).

    b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.

2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, if the Contractor does not transfer the records to City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL Publicrecordsrequest@cityofnorthport.com.**

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

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

35. 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.

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

37. 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 Contractors at any time for any project other than those selected.

38. SCRUTINIZED COMPANIES: As required by section 287.135(5), Florida Statutes, for contracts of $1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, ever person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.

B. As required by section 287.135(5), Florida Statutes, for contracts of $1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, ever person or entity shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and

2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and

3. It is not engaged in business operations in Cuba or Syria.

C. PENALTY:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.

2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

39. 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.

40. SUB-CONTRACTORS: A Sub-Contractor is an individual or firm contracted by the Contractor or Contractor's firm to assist in the performance of services required under this RFP. A Sub-Contractor shall be paid through Contractor or

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

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

41. **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.

42. **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.

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

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

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

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

A. "Local business" means a Respondent that maintains a physical business address located within the limits of Sarasota County, Charlotte County or Desoto County for a period of six (6) months or more before the proposal submission date, from which the Respondent operates or performs business and where at least fifty percent (50%) of the Respondent's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

B. "North Port local business" means a local business that has maintained its primary physical business address located within the limits of the City for a period of six (6) months or more before the proposal submission date, from which the Respondent operates or performs business and where at least fifty percent (50%) of the Respondent's employees are residents of the City. Post office boxes may not be used to establish a physical business address.

C. For the purchase of commodities and services procured through a formal Request for Proposals, the solicitation shall include a weighted criterion for a local business that equals five percent (5%) of the total points in the evaluation criteria published in the solicitation. For a North Port local business, the solicitation shall include a weighted criterion that equals seven percent (7%) of the total points in the evaluation criteria published in the solicitation.

D. The City may enter into inter-local agreements with other Florida counties or municipalities deemed appropriate by the City Commissioners, providing for reciprocal recognition of local businesses.

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

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

END OF PART I

PART II – SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS & CONDITIONS

TS-01 PURPOSE: It is the intent of the City of North Port (hereinafter "City") to request proposals from experienced, competent and qualified respondents for the supply and installation of hardware, software, and implementation services for turnkey fire station alerting systems at various fire stations within the City. At the discretion of the City, one or more future add-on location(s) may be included in the services requested. The City reserves the right to increase or decrease the scope of services requested to be performed.

TS-02 PROJECT DESCRIPTION: North Port Fire Rescue District currently has five (5) fire stations with a 6th fire station coming online/operational within the next 12-24 months.

TS-03 PROJECT SPECIFICATIONS: The desired system shall interface with the exiting P25 compatible Motorola radio system, and scalable to meet the needs of future technology advancements put in place by the dispatching center operated by Sarasota County. The scope of services being requested shall include but not be limited to:

1. Contractor shall complete an initial evaluation of the existing station alerting system equipment to assess the system functionality and to determine what equipment and parts may be re-used with the proposed new system(s).
2. Review current station wiring to determine if the exiting speaker wire needs to be replaced. The price to replace the speaker wire should be included in the proposal.
3. "Heart-friendly" features such as escalating audio and subdued lighting at night. Respondent should highlight the "heart-friendly" features of the system in their proposal.
4. Two (2) Turnout Timers for each station that have an automatic reset after a determinate amount of time.
5. The Contractor shall ensure that all components of the System are supported by an uninterruptible power supply.
6. The Contractor shall provide all equipment, materials, consumables, station installation and supervision services to provide a turnkey fire station alerting system at each of the five (5) operational fire rescue stations.
7. All goods provided and work performed shall be in accordance with all applicable national, state and local electrical and/or building codes.
8. The system should be scalable to meet growth requirements of the fire department and alerting system.
9. Contractor shall provide initial training to the City's fire department designee(s) for the proper use, operation, and maintenance of the system.

TS-04 FIRE RESCUE STATION LOCATIONS

1. Fire Station 81 – 4980 City Center Blvd., North Port, FL 34286
2. Fire Station 82 – 5650 North Port Blvd., North Port, FL 34287
3. Fire Station 83 – 3601 E. Price Blvd., North Port, FL 34288
4. Fire Station 84 – 1350 Citizens Parkway, North Port, FL 34288
5. Fire Station 85 – 1308 N. Biscayne Dr., North Port, FL 34291
6. Fire Station 86 - TBD

TS-05 WARRANTY: All warranties express and implied, shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the Contractor against factory and workmanship defects. At no expense to the City, the Contractor shall correct any and all apparent and latent defects that may occur

within the manufacturer's standard warranty period. The provisions of this solicitation may supersede the manufacturer's standard warranty.

Any faulty work or equipment will be fully corrected by the Contractor at no cost to the City and restored work will be warranted for one year from the date of acceptance, or as may be otherwise specified. This will not release additional warranties required by other sections or provided by individual suppliers.

Except as otherwise specified, all equipment and work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date delivery to and acceptance by the City. If any part of the equipment is guaranteed for a longer period, such longer period shall prevail. The making and acceptance of final payment shall not waive any claim for faulty equipment or work appearing after final payment or for failure to adhere strictly to the Contract documents.

TS-06 PRICE

Respondents shall complete Schedule A – Price Proposal form below to provide pricing for all associated goods/services required for the supply and installation of turnkey fire station alerting systems at various fire stations within the City. If it is determined that different systems are required or are better suited for the respective station locations, the variances between the systems must be detailed in the proposal. The total price proposed shall be inclusive of providing initial training to the City's fire department designee(s) for the proper use, operation, and maintenance of the system.

The total price proposed shall be a Not to Exceed price. If it is determined during the Contractor's initial evaluation of the system(s) that existing equipment, components, wire, and hardware may be re-used with the new system the Contractor shall not bill the City for said equipment, components, wire, and hardware. There is space for comments on the price proposal form, if you require additional space you may attach additional pages to provide relevant price information in the proposal.

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Questionnaire (Must be completed and submitted with your proposal):

Does your proposal comply with this requirement?				
YES:		NO:		1. The System is designed specifically for use as a fire station alerting system.
YES:		NO:		2. Uninterruptable power supply (UPS) systems shall be provided for critical components of the system to provide electrical supply during outages.
YES:		NO:		3. The System provides an administration console or module that allows for easy configuration (of alert tones, lighting, stations, units, incident types, etc.) by the System Administrator.
YES:		NO:		4. The Respondent offers 24 hours a day, seven days a week software support
YES:		NO:		5. The System is capable of alerting by group, station, unit, etc.
YES:		NO:		6. The System has its own internal audio amplifiers with full remote volume control capability.
YES:		NO:		7. The System is capable of handling multiple alerts for multiple stations and units at one time.
YES:		NO:		8. The System allows for timer countdown clocks (one second increments) to be installed at the Fire Stations with automatic reset.
YES:		NO:		9. The System allows for sensitive or subdued lighting at night.
YES:		NO:		10. The audible alerts generated by the System shall be escalating to increase the volume from low to high over a specified amount of time.
YES:		NO:		11. The System provides for future expansion to include additional Fire Stations and alerting system.

_____
Company Name

_____
Print Name & Title of Company Representative

_____ _____
Signature of person authorized to bind the company **Date**

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

END OF PART II

PART III – EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA: All proposals will be subject to a review and evaluation process. It is the intent of the City that all Respondents 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 Respondent deems pertinent to the understanding and evaluating of the proposal. Respondents 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 Respondent 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 Respondents with an opportunity to answer any questions the City may have on a Respondent's submittal.

AWARD CRITERIA: Firms are ranked according to the evaluation criteria below which will include, but shall not be limited to, considerations listed under Parts II through IV. The City shall be the sole judge as to the merits of the proposal(s), and the resulting Contract to the most qualified, responsive, and Responsible Respondent(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 may initiate pre-award discussions with the top ranked firm to refine and finalize the scope of work, or may accept the proposal as is. If pre-award discussions with the top ranked firm are not successful, discussions will begin with the number two firm and then three if necessary.

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

Remarks: The **assigned value** is judged on a scale of **0 through 5**

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

Evaluation Criteria	*Value*	*Assigned Value*	*Weight 1-10*	*Score*
QUALIFICATIONS OF FIRM AND PROFICIENCY IN SIMILAR PROJECTS	**0-5**		**X 5**	= 25
ABILITY OF THE FIRM/RESPONDENT TO MEET THE TECHNICAL REQUIREMENTS OF THE RFP AND PROJECT UNDERSTANDING	**0-5**		**X 5**	= 25
PROPOSED PRICE OF HARDWARE, SOFTWARE, INSTALLATION, IMPLEMENTATION, AND TRAINING SERVICES	**0-5**		**X 6**	= 30
KEY PERSONNEL/QUALIFICATIONS OF THE PROJECT TEAM	**0-5**		**X 3**	= 15
REFERENCES	**0-5**		**X 1**	= 05
			SUB-TOTAL	**100 max**
THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:				
MBE / WBE/ VBE Certification A. Certified Minority Value of 3 B. Non-certified or N/A Value of 0	**0 or 3**		**X 1**	
Local Business Status; or	**0 or 5**		**X 1**	
North Port Local Business Status	**0 or 7**		**X 1**	
			TOTAL POINTS	**110 max**

REMARKS: Minority and Women Owned Business Enterprise have a point value of either 0 or 3 – applies only to prime contractor and certificate must be submitted with proposal. Local Business has a point value of 0 or 5. North Port Local Business has a point value of 0 or 7.

SCORING:

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

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

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

4. The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:

    a) Adjust their scoring based on committee discussion; or
    b) Re-rank the Respondents based on committee discussion; or
    c) Determine a ranking by the consensus of the committee.

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

6. The City may request and hold pre-award discussions with either a short list of qualified Respondents or the top ranked Respondent to refine and finalize the scope of work for a "Best and Final" offer.

SELECTION – EVALUATIONS, RANKING AND TELEPHONE DISCUSSIONS: The Selection Committee shall evaluate and rank the proposals submitted by all responsive firms. Telephone discussions **may** be held with all firms submitting prior to ranking. Telephone discussions are **not** open to the public. Please see schedule below and ensure that a representative of your firm will be available via telephone when called by the Selection Committee. If telephone discussions are required, each of the firms will be contacted via e-mail and informed of the time that the discussions will begin. The firms **may be** provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting firms in alphabetical order, with an anticipated time frame not to exceed 15 minutes with each firm being called consecutively.

As stated above, discussions will be held via telephone utilizing the telephone number listed on the signature page of the submittal form. It is each firm's responsibility to have the appropriate personnel at that telephone site or respond to the questions and/or clarification. Once the telephone discussions are completed, the Selection Committee will commence the discussions, evaluations and ranking portion of the meeting (which **is** "Open" to the public).

Recommendation for Award: Upon completion of the telephone discussions (if required), the Committee will rank the proposals to determine the top ranked Respondent. Purchasing will prepare a recommendation memo for the City Manager to approve the Selection Committee's ranking and to commence pre-award discussions with the top ranked firm as needed, or accept the proposal as submitted. The Department will prepare the agenda item for the next available commission meeting requesting the City Commission approve the contract. The City Manager or his Designee will execute the contract.

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

Timeline of Events	Event Time	Event Date
Issuance of Proposal	8:30 AM	**February 04, 2020**
Non-Mandatory Pre-Proposal Meeting	2:00 PM **(OPEN TO PUBLIC) CITY HALL, ROOM 302**	**February 11, 2020**
Deadline to submit questions/clarifications	2:00 PM	**February 25, 2020**
Submittal Due Date	2:00 PM	**March 03, 2020**
Telephone Discussions/Oral Presentations (if required) (Closed to Public) **Evaluation and Ranking Committee Meeting (Open to Public)**	10:00 AM **(CLOSED TO PUBLIC) CITY HALL, ROOM 244** 2:00 PM **(OPEN TO PUBLIC) CITY HALL, ROOM 244**	**March 16, 2020**
Pre-Award Discussions Meeting (if required) (Closed to Public)	**(CLOSED TO PUBLIC) CITY HALL, ROOM TBD**	**TBD**
Contract to Commission	Commission Meeting	**TBD**

END OF PART III

PART IV – RULES AND INSTRUCTIONS FOR PREPARING PROPOSAL AND REQUIRED SUBMITTAL FORMS

1. RULES FOR PROPOSALS

A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare 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 Respondent and any member of the selection committee or pre-award discussions committee or any member of the City Commission regarding the project or proposal submitted by any Respondent. Any Respondent 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 may result in the Respondent's submittal being deemed "Non-Responsive."

D. The Proposal should be typed. The Respondent's authorized agent should sign the Proposal Forms in **blue ink**, and all corrections made by the Respondent should 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. Respondent 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 Respondent to complete a registration application with DemandStar to be recommended for the award of any contract. 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 Respondent. Respondents 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.**

2. PROPOSAL FORMAT/REQUIREMENTS

Respondents should 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 should 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 should provide listing of all major topics, their associated section number, and starting page. **(Maximum 1 page)**

TAB 1 - TRANSMITTAL LETTER: Provide a Letter of Interest indicating the project for which the firm is applying, and your firm's commitment to the project. The response should 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 AND PROFICIENCY IN SIMILAR PROJECTS: Provide documentation that demonstrates the firm's ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the services as it relates specifically to the project. Indicate business structure, IE: Corp., Partnership, LLC. Include the company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. The firm should be registered as a legal entity in the State of Florida; Minority/Woman owned/Veteran Business (if applicable). Also, include the relative size of the firm, including management, technical and support staff; licenses and any other pertinent information should be submitted.

The firm shall demonstrate its capabilities in managing similar completed projects, and evidence of and adherence to time and budget constraints, on projects completed within the last five (5) years. Include a description of relevant projects used to represent your firms' experience in similar projects. Include each representative project your firm has completed in the past 5 years but do not exceed 5 examples. Include information which indicates the involvement of those key personnel that may be assigned to this project. **(Maximum 8 pages)**

TAB 3 – ABILITY OF THE FIRM/RESPONDENT TO MEET THE TECHNICAL REQUIREMENTS OF THE RFP AND PROJECT UNDERSTANDING: Provide a short narrative of your understanding of the RFP scope of services. Identify the specific details of how you will provide the goods/services outlined and how you will approach the City's projects. Include any innovative approaches to providing the goods/services. Describe what challenges you anticipate and how you propose to solve them. Address each of the requested service items listed and indicate your approach to each item listed. 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. Provide an outline of the warranty or warranty options. Describe any additional services not covered specifically within the RFP, but would assist Department in enhancing the system. **(Maximum 6 pages)**

TAB 4 – PROPOSED PRICE OF HARDWARE, SOFTWARE, INSTALLATION, IMPLEMENTAION, AND TRAINING SERVICES: Respondents shall complete Schedule A – Price Proposal form below to provide pricing for all associated goods/services required for the supply and installation of turnkey fire station alerting systems at various fire stations within the City. If it is determined that different systems are required or are better suited for the respective station locations, the variances between the systems must be detailed in the proposal. The total price proposed shall be inclusive of providing initial training to the City's fire department designee(s) for the proper use, operation, and maintenance of the system.

The total price proposed shall be a Not to Exceed price. If it is determined during the Contractor's initial evaluation of the system(s) that existing equipment, components, wire, and hardware may be re-used with the new system the Contractor shall not bill the City for said equipment, components, wire, and hardware. There is space for comments on the price proposal form, if you require additional space you may attach additional pages to provide relevant price information in the proposal. **(Maximum 3 page plus Schedule A)**

TAB 05 – KEY PERSONNEL/QUALIFICATIONS OF THE PROJECT TEAM: List the members of the project team and include an organizational chart. Provide and identify the team leader/project manager on the project and a list of the personnel with their qualifications. The Team Leader/Project Manager in the proposed project team must show relevant experience in two (2) similar projects referenced in Tab 2. A brief resume including education, experience, licenses and any other pertinent information should be included for each team member, including subcontractors to be assigned to the project. Provide any other documentation that demonstrates the key personnel's ability to satisfy all the minimum qualification requirements. Provide a statement indicating the team leader/project manager will not

be substituted without the express permission of the City. Submittals that do not contain such documentation may be deemed non-responsive. **(Maximum 5 pages)**

TAB 06 – REFERENCES (Maximum 4 pages including the City Reference Form)
The Respondent shall provide 5 references for which a Fire Station Alerting System has been successfully implemented. References should be from Fire Departments of similar size (5 or more stations, and/or more than 9,300 annual calls for service).

Information should include:

- Client Name, address, contact person, title, telephone and FAX numbers and **E-mail addresses.**
- Duration of contract or business relationship
- Type of Services Provided
- Number of Fire Stations
- Number of Annual Calls for Service
- Total Cost of the project.

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

References – Contractor is to contact the references and advise his/her references that the City will be sending an e-mail and reference form which needs to be completed and e-mailed back to the City in a timely fashion.

TAB 07 - LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The Respondent should advise the amount of liability insurance they carry. **(Maximum 2 pages plus the City required form)**

TAB 08 – ADDITIONAL INFORMATION: Any other pertinent information the Respondent chooses to provide. **(Maximum 3 pages)**

TAB 09 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS: This checklist is provided to assist each Respondent in the preparation of their response. Included in this checklist are important requirements, which are the responsibility of each Respondent to submit with their response in order to make their response fully compliant.

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3. FORMAT GUIDELINES

☐ **NUMBER OF PAGES:**

- **shall not exceed (34) pages (one-sided)** or **(17) pages (two-sided)** in length**.**
- **(***Title Page, Table of Contents, City Required Forms, Resumes and tabs* ***do not*** *count towards the 34-page total).*
- **Do not use three ring binders of any kind**

☐ **PAPER/FONT SIZE:** 8.5"x11"/Font Calibri 11, PDF FORMAT.

☐ **NUMBER OF ORIGINAL AND COPIES PROPOSALS:**

- **ORIGINAL:** One (1) original hard-copy **UNBOUND** (clearly marked **"ORIGINAL" on the front page**) and signed in blue ink.
- **COPIES:** three (3) hard-copies **BOUND** (marked **"COPY"**), signed identical copies.

☐ **USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) **on a** Flash Drive containing the entire submittal. CDs are **not** acceptable.

☐ Place proposal with all the required items in a sealed envelope clearly marked on the outside:

RFP NO. 2020-40, FIRE STATION ALERTING SYSTEM

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

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4. REQUIRED SUBMITTAL FORMS: INCLUDE THIS CHECKLIST

- ☐ Questionnaire
- ☐ Proposal Submittal Signature Form
- ☐ Schedule A, Price Proposal Form
- ☐ Statement of Organization Form
- ☐ References – Contractor is to contact the references and advise his/her references that the City will be sending an e-mail and reference form which needs to be completed and e-mailed back to the City in a timely fashion.
- ☐ Drug-Free Workplace (If Applicable)
- ☐ Public Entity Crime Information
- ☐ Non-Collusive Affidavit
- ☐ Lobbying Certification
- ☐ Conflict of Interest Form
- ☐ Scrutinized Companies Form
- ☐ Litigation Statement Form
- ☐ State Registration Requirements (http://www.sunbiz.org/search.html)
  A copy of Registration should be included with submission.
  - ☐ Copy of Registration, Attached
  - ☐ If Applicable: State required license for Prime Firm Only (Not sub-Contractors)

- ☐ **SAMPLE INSURANCE CERTIFICATE:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for lines of coverage and the dollar amounts of the coverage.
  - ☐ YES ☐ NO Sample Insurance Certificate is included with the submittal

- ☐ **MBE/WBE/VBE:** If claiming either Minority Business Enterprise/Women Business Enterprises/Veteran Business Enterprise, the Prime Firm (not sub-Contractor) **shall be** certified as a Minority Business

Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.

Select one of the following:

☐ YES, CLAIMING STATUS AS PRIME ONLY

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

☐ NOT CLAIMING MBE/WBE /VBE

☐ **LOCAL BUSINESS STATUS:** If Respondent affirms that it is a local business or North Port local business as defined in Ordinance 2009-10, then either the Affidavit Claiming Status as a Local Business, or the Affidavit Claiming Status as a North Port Local Business, which are included as a part of this proposal package, must be completed and returned.

Select one of the following:

☐ Yes, our business qualifies as a "Local Business" and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission (Complete Affidavit).

☐ Yes, our business qualifies as a North Port Local Business and has completed and attached the 'Affidavit Claiming Status as a North Port Local Business' as a part of our submission (Complete Affidavit).

☐ No, our business does not qualify as a Local Business or North Port Local Business.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

PROPOSAL SUBMITTAL SIGNATURE FORM

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

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

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

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

Company Name_____

_____
Telephone # **E-Mail** **Fax #**

_____
Main Office Address

_____
City **State** **Zip Code**

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

_____
Office Address

_____
City **State** **Zip Code**

_____
Telephone # **E-mail** **Fax #**

_____
Name & Title of Firm Representative

_____ _____
Signature **Date**

Do you accept Visa? ☐ **YES** ☐ **NO**

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

SCHEDULE A – PRICE PROPOSAL FORM

The signature below is a guarantee that the Respondent shall not withdraw, modify, or cancel this proposal for a period of **one-hundred eighty (180) days after the proposal due date.** The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, and any other documentation relating to this request, and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Line Item #	Specifications/Item Description/Service	Unit of Measure	Price
1	Supply and installation of hardware, software, and implementation services for turnkey fire station alerting system for **Station #81:**	Lump Sum	
2	Supply and installation of hardware, software, and implementation services for turnkey fire station alerting system for **Station #82**:	Lump Sum	
3	Supply and installation of hardware, software, and implementation services for turnkey fire station alerting system for **Station #83:**	Lump Sum	
4	Supply and installation of hardware, software, and implementation services for turnkey fire station alerting system for **Station #84:**	Lump Sum	
5	Supply and installation of hardware, software, and implementation services for turnkey fire station alerting system for **Station #85:**	Lump Sum	
7	Replacement of speaker wire (if applicable)	Linear Foot	
	Sub-Total		
	Freight *(IF NOT INCLUDED IN UNIT PRICES)*		

NOT TO EXCEED TOTAL PRICE: $_____

If any of the following are not applicable, please note with "N/A".

Shipping Method: _____ Delivery Lead Time (ARO): _____

Discount: _____

Respondent Comments (attach 1 additional page if needed):

_____

_____

_____
Company Name

_____
Print Name & Title of Company Representative

_____ _____
Signature of person authorized to bind the company **Date**

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A PROPOSAL.

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. (http://www.sunbiz.org/search.html)**:**

_____

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

STATEMENT OF ORGANIZATION (Continued)

Names of Officers:

President:_____**Secretary:**_____

Vice President:_____**Treasurer:**_____

Director:_____**Director:**_____

Other:_____**Other:**_____

Name of Corporation (As used in Florida):

_____

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

Corporate Address:

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

STATE OF _____
COUNTY OF _____

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

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

REFERENCES/CLIENT LISTING

The Respondent shall provide 5 references for which a Fire Station Alerting System has been successfully implemented. References should be from Fire Departments of similar size (more than 5 stations and/or more than 9,300 annual calls for service). Attach additional sheets if necessary.

1. Business/Customer Name:_____

   Name of Contact Person/Title: _____

   Telephone# _____Fax_____E-mail_____

   Address_____

   Duration of Contract or business relationship_____

   Type of Services Provided_____

   Number of Fire Stations_____ Annual Calls for Service_____ Total Cost _____

2. Business/Customer Name:_____

   Name of Contact Person/Title: _____

   Telephone# _____Fax_____E-mail_____

   Address_____

   Duration of Contract or business relationship_____

   Type of Services Provided_____

   Number of Fire Stations_____ Annual Calls for Service_____ Total Cost _____

3. Business/Customer Name:_____

   Name of Contact Person/Title: _____

   Telephone# _____Fax_____E-mail_____

   Address_____

   Duration of Contract or business relationship_____

   Type of Services Provided_____

   Number of Fire Stations_____ Annual Calls for Service_____ Total Cost _____

COMPANY NAME:_____

SIGNATURE:_____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

4. Business/Customer Name:_____

Name of Contact Person/Title: _____

Telephone# _____Fax_____E-mail_____

Address_____

Duration of Contract or business relationship_____

Type of Services Provided_____

Number of Fire Stations_____ Annual Calls for Service_____ Total Cost _____

5. Business/Customer Name:_____

Name of Contact Person/Title: _____

Telephone# _____Fax_____E-mail_____

Address_____

Duration of Contract or business relationship_____

Type of Services Provided_____

Number of Fire Stations_____ Annual Calls for Service_____ Total Cost _____

COMPANY NAME:_____

SIGNATURE:_____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

☐ As the person authorized to sign this statement, I certify that this 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 MAY 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 Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____
COUNTY OF _____

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

_____
Notary Public - State of _____

Print Name: _____

Commission No: _____

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 _____
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 20____

_____, 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 tome as the Commission has made a final and conclusive determination.

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

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

Signed, sealed and delivered this _____day of_____, 20____.

By: _____

_____
(Printed Name)

_____
(Title)

STATE OF _____
COUNTY OF _____

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

_____

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

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

Scrutinized Company Certification Form

Company Name: _____

Authorized Representative Name and Title: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone Number: _____ Email Address: _____

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

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

CHOOSE ONE OF THE FOLLOWING

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

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

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

AFFIDAVIT

Claiming Status as a Local Business

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

State of _____

County of _____ SS.

Before me, the undersigned authority, personally appeared:

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

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

AND

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

AND

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

_____

_____

AND

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

Signed, sealed and delivered this _____day of_____, 20____.

By: _____

_____
(Printed Name)

_____
(Title)

State of Florida
County of _____

Sworn to and subscribed before me this____ day of _____, 20____, by _____who ☐ is personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

_____
Notary Public - State of _____

Print Name: _____

Commission No: _____

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

AFFIDAVIT

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

State of _____
SS.
County of _____

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

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

AND

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

AND

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

AND

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

Signed, sealed and delivered this _____day of_____, 20_____.

By: _____

_____ (Printed Name)

_____ (Title)

State of Florida
County of _____

Sworn to and subscribed before me this____ day of _____, 20____, by _____who
☐ is personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

_____
Notary Public - State of _____

Print Name: _____

Commission No: _____

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

LITIGATION STATEMENT

Select one (1) of the options below as applicable:

[ ] The undersigned firm has had no litigation on any project in the last five (5) years.

[ ] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

COMPANY NAME_____

AUTHORIZED SIGNATURE_____

NAME (PRINT OR TYPE) _____

TITLE_____

Date: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

END OF PART IV

PART V. SAMPLE CONTRACT

CONTRACT NO. 2020-40 FIRE STATION ALERTING SYSTEM

THIS CONTRACT FOR FIRE STATION ALERTING SYSTEM (the "Contract") is made by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and XXXXXXXXX, a XXXXXXXX registered to conduct business in the State of Florida, with a local business address of XXXXX XXXXX, hereinafter referred to as "Contractor."

NOW THEREFORE, for and in consideration of their mutual covenants specified herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in this Contract and the proposal documents submitted in response to Request for Proposal No. 2020-40 (the "RFP"), and do hereby further agree as follows:

1. CONTRACTOR'S SERVICES

A. Contractor agrees to diligently and timely perform services for the City relating to the installation of fire station alerting system(s) as identified in the Request for Proposal No. 2020-40 and Contractor's proposal submitted **Month, Day, Year**. The overall Scope of Services is described in **Exhibit "A,"** with detailed tasks and associated fees provided in **Exhibit "B."** Both exhibits are attached hereto and incorporated as if set forth fully herein. These items are collectively referred to as the Project.

B. This Contract becomes effective on the date the last party executes it (the "Effective Date"), and shall terminate upon the completion of the Project or as otherwise provided herein. Following the Effective Date of this Contract, the Contractor will commence work on the Project within a mutually agreed upon time following Contractor's receipt of a written Notice to Proceed from the City's Purchasing office. The estimated completion date for the Project is **Month, Day, Year**.

2. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICES

A. COMPENSATION

1. Contractor shall receive payments as set forth in Exhibit B as compensation for its services. This compensation includes all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Contract. The total contract price is a Not to Exceed amount.

2. Non-appropriation. The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which the City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. The City will exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if a request for such appropriations is excluded from the budget

approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract does not constitute an indebtedness of City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

B. METHOD OF PAYMENT

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

2. For those specific services that were partially completed, progress payments will be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.

3. Contractor's invoices must be in a form satisfactory to the City of North Port Finance Department.

3. INDEMNIFICATION

A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR, AS A DESIGN PROFESSIONAL, MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONTRACTOR AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF THIS CONTRACT. THIS CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.

B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS CONTRACT.

C. THIS INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THIS CONTRACT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

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

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

4. CONTRACTOR'S INSURANCE

A. Before performing any work pursuant to this Contract, Contractor must procure and maintain during the life of this Contract, the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without 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 written agreement with Contractor.

B. The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work done under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as it may determine necessary.

i. **Workers' Compensation and Employer's Liability:** Coverage must apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of $1,000,000 each accident; $1,000,000 each employee; and $1,000,000 policy limit for disease.

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

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

iv. **General requirements:** The City of North Port, Florida, must be named as additional insured on the Comprehensive Commercial General Liability Policy. Certification of same is required. All certificates of insurance must be on file with and approved by the City before commencement of any work done pursuant to this Contract.

C. WAIVER OF SUBROGATION: All required insurance policies, with the exception of Workers' Compensation, are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these polices that arise from the contractual

relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify its insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed under this Contract. This waiver also applies to any deductibles or self-insured retentions the Contractor or its agents may be responsible for.

D. POLICY FORM

1. 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 and must name the City of North Port, Florida, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Contact.

2. Insurance requirements itemized in this Contract, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subContractors.

3. Each insurance policy required by this Contract must:

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

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

4. The City has 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 Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Contractor's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.**

6. The Contractor is solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and is solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

7. Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance

requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor must 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. All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

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

10. The Certificate of Insurance must include the following:

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

    In the "Certificate Holder" section

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

5. RESPONSIBILITY OF CONTRACTOR

A. Incorporation of Proposal Documents: The Request for Proposal No. 2020-40 ("RFP"), including attachments and addenda, and the Contractor's response to the RFP, are specifically made a part of this Contract and are incorporated as if set forth fully herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

1. This Contract (Contract No. 2020-40) Approved by Commission, and any attachments.

2. The RFP, including any and all attachments and addenda.

3. Contractor's response to the RFP.

4. Specific direction from the City Manager.

B. Contractor is 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 Contractor under this Contract. Contractor must, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

C. If Contractor is comprised of more than one legal entity, each entity is jointly and severally liable hereunder.

D. Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Contractor), to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Contract.

E. Contractor must perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent Contractor firms in effect at the time Contractor's services are rendered. Contractor covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes Section 112.313, as it relates to work performed under this Contract. Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

F. Contractor must comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and must not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.

G. Contractor must maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which must be available and accessible at Contractor's offices for inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records must be retained by Contractor for a minimum of three (3) years after completion of the services.

H. **Public Records Law:** In accordance with Florida Statutes Section 119.0701, Contractor must comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.

    a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

    (See http://dos.state.fl.us/library-archives/records-management/general-records-schedules/).

    b. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if Contractor does not transfer the records to the City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

4. Upon completion of the Contract, transfer to the City, at no cost, all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon the completion of the Contract, Contractor shall meet all applicable requirements for retaining public records.

5. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: publicrecordsrequest@cityofnorthport.com.**

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

6. OWNERSHIP AND USE OF DOCUMENTS

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

B. 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 CONTRACTOR'S PERSONNEL**: The timely performance and completion of the required services is vitally important to the interest of the City. Contractor must 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 Contract. Contractor's personnel assigned to perform the services of this Contract must comply with the information presented in the professional services response proposal made a part hereof by reference. Contractor must ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to Contractor'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 Contractor must commence within one (1) calendar week of Contractor's receipt of written Notice to Proceed from the City.

B. Contractor specifically agrees that all work performed under the terms and conditions of this Contract will be completed within the time limits as set forth, subject only to delays caused through no fault of Contractor or the City. Time is of the essence in the performance of this Contract.

C. Contractor must 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 is entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by Contractor.

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 Contractor which delay the Project Schedule completion date, the City will 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 **Exhibit "C,"** which is attached hereto and incorporated as if set forth fully herein.

8. OBLIGATIONS OF THE 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 Contract. If necessary, the City may authorize a specific program manager 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 Contractor, and render in writing, decisions pertaining thereto within a reasonable time.

2. Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.

3. Review for approval or rejection all Contractor's documents and payment requests.

B. The City shall, upon request, furnish Contractor 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 Contractor.

C. The City's Administrative Agent shall conduct periodic reviews of the work of Contractor necessary for the completion of Contractor's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist Contractor. The availability and necessity of said personnel to assist Contractor 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 Contractor in connection with any claim brought on behalf of or against Contractor.

9. TERMINATION

A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Contract may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be effective by delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Contractor must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract. Under no circumstances shall the City make any payment to Contractor for services that have not been performed or that are performed subsequent to the termination date.

B. NON-APPROPRIATION: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

C. ABANDONMENT: In the event that Contractor abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to Contractor indicating its intention to do so. The written notice shall state the evidence indicating Contractor's abandonment.

D. Contractor may terminate this Contract only in the event of the City failing to pay Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

E. The City Manager or designee reserves the right to terminate and cancel this Contract in the event Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for Contractor or an assignment is made for the benefit of creditors.

F. BREACH: In the event Contractor breaches this Contract, the City must provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee can immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and if necessary may demand the return of a portion or the entire amount previously paid to Contractor due to:

1. The quality of a portion or all of Contractor's work not being in accordance with the requirements of this Contract;

2. The quantity of Contractor's work not being as represented in Contractor's Payment Request, or otherwise;

3. Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;

4. Contractor's failure to use Contract funds, previously paid Contractor by the City, to pay Contractor's Project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

5. Claims made, or likely to be made, against the City or its property;

6. Loss caused by Contractor;

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

8. Violation of any local, state, or federal law in the performance of this Contract which will constitute a material breach of this Contract.

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

10. INDEPENDENT CONTRACTOR

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

11. ENTIRE CONTRACT

This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document.

12. AMENDMENT

The City Manager or designee may agree to amendments that do not increase compensation to the Contractor. Only the City Commission can approve increases in compensation under this Contract. In the event the Contractor begins work on unauthorized changes to scope prior to receiving a signed Change Order by the City Manager or designee, the Contractor does so at its own expense and risk as unauthorized work shall not be paid for by the City. Except as otherwise provided herein, no modifications or amendments to this Contract shall be valid unless in writing and executed by the parties.

13. ASSIGNMENT

Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to Contractor from the City under this Contract 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

No delay or failure to enforce any breach of this Contract by either City or Contractor shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

15. GOVERNING LAW, VENUE AND SEVERABILITY

The rights, obligations and remedies of the parties under this Contract 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 Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

16. BINDING EFFECT/COUNTERPARTS

By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

17. NO HIRE

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

18. NOTICES

Any notice, invoice, report, demand, or other type of documentation required by this Contract 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:

CONTRACTOR'S REPRESENTATIVE:
Representative Name
Representative Title
Firm Name
Address Line 1
Address Line 2
TEL XXX.XXX.XXXX
FAX XXX.XXX.XXXX
EMAIL:

THE CITY'S ADMINISTRATIVE AGENT:
Agent Name
Title
City of North Port
Address Line 1
Address Line 2
TEL XXX.XXX.XXXX
FAX XXX.XXX.XXXX
EMAIL: xxxxxx@cityofnorthport.com

WITH COPIES OF NOTICES TO:
City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@cityofnorthport.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Contractor and City.

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 Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

21. NON-DISCRIMINATION:

The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The Contractor shall not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

22. SCRUTINIZED COMPANIES:

A. As required by Florida Statutes Section 287.135(5), for contracts of $1,000,000.00 or less, the Contractor shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.

B. As required by Florida Statutes Section 287.135(5), for contracts of $1,000,000.00 or more, the Contractor shall certify on a form provided by the City, that all of the following are true:

1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and

2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and

3. It is not engaged in business operations in Cuba or Syria.

C. If the Contractor provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate the Contract.

D. PENALTY:

1. A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of $2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

2. Shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

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

FIRM NAME

By:_____
Name:
Title:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____
Notary Public

ATTEST

By:_____
Heather Taylor, CMC, Interim City Clerk

CITY OF NORTH PORT, FLORIDA

By:_____
Peter D. Lear, CPA, CGMA, City Manager

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Amber L. Slayton, City Attorney

Date: _____

END OF PART V