



CITY OF NORTH PORT

**PROFESSIONAL ENGINEERING SERVICES FOR NPU
NO. 2020-58
THIS IS NOT AN ORDER**

Date: 12/5/2023

Page: 1 of 3

**CITY OF NORTH PORT
Utilities Department
6644 W. Price Blvd.
North Port, Florida 34291**

**Contact Person: Jennifer Fehrs, P.E., Utilities Engineer
Contact Phone: 941-240-8008
Contact Fax: 941-240-8022
Contact Email: jfehres@northportfl.gov**

Reply No Later Than: January 8, 2024 @ 2:00 p.m. (EST)

REQUEST FOR LETTERS OF INTEREST NO. 2024-05

**CITY OF NORTH PORT AMERICA'S WATER INFRASTRUCTURE ACT (AWIA) – UPDATED RISK AND RESILIENCE
ASSESSMENT AND EMERGENCY RESPONSE PLAN**

The City of North Port Utilities Department (NPU) is currently accepting Letters of Interest from all the firms within Contract No. 2020-58, Category 3, Professional Engineering Services for NPU.

INTENT: It is the intention of NPU to secure professional engineering services to conduct, on behalf of NPU, an update to the 2020 Risk and Resilience Assessment (RRA), to provide assistance in the certification of the assessment to Environmental Protection Agency (EPA), and prepare an update to the 2020 Emergency Response Plan (ERP) based on the RRA, and certification of the ERP to EPA.

BACKGROUND/SCOPE OF SERVICES:

BACKGROUND

The America's Water Infrastructure Act (AWIA) amended the Water Resources Development Act (WDRA) and the Safe Drinking Water Act (SDWA). AWIA was passed into law in October 2018. AWIA Section 2013 mandates that water systems serving population of 3,300 or more need to conduct a Risk and Resilience Assessment (RRA), prepare an Emergency Response Plan (ERP) based on the RRA and then certify both the RRA and ERP to EPA. Risk and Resilience Assessments replace the previous requirement to perform Security and Vulnerability Assessments. AWIA broadened the assessment focus from "terrorism and intentional attack" to "malevolent acts and natural hazards". The original RRA was completed by December 31, 2020, and the ERP was completed by June 30, 2021. The ERP will update the previously documented strategies and resources to improve resilience including physical security and cyber security; plans, procedures, and equipment for responding to malevolent acts and natural hazards; actions, procedures, and equipment to lessen the impact of malevolent acts or natural hazards including alternative source water, relocation of intakes and flood protection barriers; and strategies to detect malevolent acts or natural hazards. The update will also include the new Southwest Water Treatment Plant in Wellen Park and new NPU assets that were not included in the original RRA and ERP. NPU must certify to EPA that they have completed their updated RRA by December 31, 2025, and ERP by June 30, 2026.

SCOPE OF SERVICES

TASK 1- PROJECT MANAGEMENT AND COORDINATION

This task will include overall project management by the consultant and coordination with NPU and attendance at project meetings. This task will include a project kickoff meeting with NPU staff to review the project and the schedule, review existing project related documents to include the 2020 RRA and 2020 ERP, and any items pertinent to the progress of the project.

Additional data may be requested by the firm as needed. Other work may include phone calls, meetings, and email communications with staff.

TASK 2 – RISK AND RESILIENCE ASSESSMENT

The firm shall review the 2020 RRA. The firm will then conduct site visits and perform a desktop analysis to examine any changes since 2020 to the various areas of NPU operations and administrative functions to include but not limited to cyber security, physical security site visits and discussions with O&M staff and law enforcement, a desktop review of potential natural hazards, source water protection, evaluation of capital and operational needs, and asset management. After examination of these areas, the consultant will characterize NPU's critical assets and analyze any potential threats in order to develop the draft RRA. The draft RRA will be provided to NPU. NPU will provide any applicable comments or feedback to the consultant. The consultant will then finalize the RRA document and assist NPU in certifying the RRA to EPA. The RRA document will be provided in Word and pdf formats, as well as one hard copy.

TASK 3 – EMERGENCY RESPONSE PLAN

The firm shall review the 2021 ERP and coordinate with NPU to update the Emergency Response Plan. The ERP content shall include National Incident Management Systems (NIMS) and Incident Command System (ICS) responsibilities; plans for specific hazards such as main breaks, tank failures, chemical spills, power outages, fire, flooding, etc.; a communication and coordination plan that includes an internal communication protocol, public communications, and mutual aid; and requirements and procedures for record keeping. The draft ERP will be provided to NPU and NPU will provide any applicable comments or feedback to the consultant. The consultant will then finalize the ERP document and assist NPU in certifying the ERP to EPA. The ERP document will be provided in Word and pdf formats, as well as one hard copy.

DELIVERABLES

The firm shall provide an electronic copy of the draft updated Risk and Resilience Document 20 weeks after the kickoff meeting and a final RRA 28 weeks after the kickoff meeting. The draft Emergency Response Plan shall be submitted to NPU 32 weeks after the kickoff meeting, with the final report to be submitted 36 weeks after the kickoff meeting. Once this contract is complete, the RRA and the ERP will become property of NPU and the City of North Port.

The project milestones and deliverables to be provided for this project include the following:

- Kickoff meeting attendance, agenda, and minutes
- Data and documents request list
- Conduct site visits and desk top analysis of the various areas of NPU operations.
- Draft and final documents will be provided electronically in both Word and pdf format. One hard copy of each document will also be provided.
- Review the draft RRA and ERP with NPU, incorporate NPU comments to finalize the documents.
- Assist NPU in certifying the RRA and ERP to EPA.

PROPOSAL REQUIREMENTS

Proposals shall include a project plan which specifies the firm's understanding of project and required deliverables; ability and relevant expertise/qualifications of the firm's personnel to be used in performing the service; availability of staff and ability to meet project schedule; the firm's proposed cost saving measures for the project, if any; and provide a schedule that will meet the timeline requirements of this project.

Engineers are to provide references for any similar projects within the last eight (8) years. Name, title, email, and phone numbers are required for appropriate contact for each reference.

Provide a list of any subcontractors to be used on this project.

ATTACHMENTS

1. Conflict of Interest Form
2. Disclosure for Consultant, Engineer, Architect
3. Scrutinized Companies Form
4. Statement of Non-Submittal

Please Note: The Conflict of Interest Form and Disclosure for Consultant, Engineer, Architect **must be submitted** with proposals for consideration.

Any questions concerning this project must be submitted via email to both Jennifer Fehrs and Brittany Kammerer at jfehrs@northportfl.gov and bkammerer@northportfl.gov, respectively no later than January 2, 2024.

All firms within Contract No. 2020-58 are encouraged to submit a letter (not to exceed three single-sided pages) that provides the above information and adequately expresses why it would be in the City's best interest to select the submitting firm(s).

**LETTERS OF INTEREST ARE TO BE DELIVERED TO THE UTILITIES DEPARTMENT
ON OR BEFORE JANUARY 8, 2024, AT 2:00 P.M. (EST) VIA EMAIL TO:**

**JENNIFER FEHRS: [JFEHRS@NORTHPORTFL.GOV](mailto:jfehrs@northportfl.gov)
AND
BRITTANY KAMMERER: [BKAMMERER@NORTHPORTFL.GOV](mailto:bkammerer@northportfl.gov)**

STATEMENT OF NON-SUBMITTAL

If you **do not** intend to submit a bid on this service, please return this form (see information below) immediately.

We, the undersigned, have declined to submit a Letter of Interest for **RLI No. 2024-05– City of North Port America’s Water Infrastructure Act (AWIA) – UPDATED risk and resilience assessment and Emergency response plan.**

- Insufficient time to respond to the Request for Bid. We do not offer this product/service.
- Unable to meet bond/insurance requirements.
- Specifications are unclear (explain below).
- OTHER (please specify below).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

Note: Please email “Statement of Non-Submittal” to:

Jennifer Fehrs: JFehrs@NorthPortFL.gov
AND
Brittany Kammerer: BKammerer@NorthPortfl.gov

CONFLICT OF INTEREST FORM

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

PART I.

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

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

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

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

- None of The Above

PART II:

Are you going to request an advisory board member waiver?

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

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

BUSINESS NAME: _____

NAME(PERSON AUTHORIZED TO BIND COMPANY): _____

SIGNATURE: _____

THIS PAGE MUST BE SUBMITTED WITH LETTER OF INTEREST

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

Please select only one of the following three options:

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

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

_____.

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

_____.

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

_____.

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

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

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

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

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

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): _____

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), certifies the following:

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

VENDOR: _____ (Vendor's Company Name)

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____