

City of North Port



Irrigation Maintenance Services

Request for Proposal No. 2017-06

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2017-06
IRRIGATION MAINTENANCE SERVICES**

**REQUEST FOR PROPOSAL
CITY OF NORTH PORT, FLORIDA**

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

**RFP NO. 2017-06
IRRIGATION MAINTENANCE SERVICES**

It is the intent of the City of North Port to select an experienced and qualified firm to provide professional **IRRIGATION MAINTENANCE SERVICES** for the City.

NON-MANDATORY PRE-PROPOSAL MEETING: **MONDAY, DECEMBER 5, 2016 AT 10:00 AM**
4970 CITY HALL BOULEVARD, ROOM 302, NORTH PORT, FL 34286

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

**PROPOSAL DUE DATE:
DECEMBER 15, 2016 AT 2:00 P.M.**

Proposals may be mailed or hand delivered to Purchasing Division, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, **NO LATER THAN 2:00 PM ON DECEMBER 15, 2016**. PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE OPENED.

Information regarding this project may be viewed and downloaded from Demand Star's website at www.demandstar.com or through the link provided on the city web site at www.cityofnorthport.com. Proposal documents are posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/> and may be obtained by choosing Purchasing from the drop down menu; however, addendums are only posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Ginny Duyn, CPPB, Purchasing Manager at 941-429-7174. Requests for additional information or clarification must be submitted in writing via facsimile to (941) 429-7173 or emailed to purchasing@cityofnorthport.com. Responses will be provided to all known submitters in writing through the addenda process. No verbal requests will be honored. The last day for questions is **DECEMBER 8, 2016 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: NOVEMBER 23, 2016
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 the above address immediately.

We the undersigned have declined to submit a proposal on the requested service for **RFP No. 2017-06: IRRIGATION MAINTENANCE SERVICES** 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 in to the Purchasing Department at 941-429-7173.

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PART I – GENERAL INSTRUCTIONS

- 1. PURPOSE:** It is the intent of the City of North Port to request proposals from experienced and qualified irrigation firms to provide complete irrigation maintenance services for various locations in the City of North Port. At the discretion of the City, one or more optional add-on locations and specialized services may be included in the services requested. The City reserves the right to decrease the scope of services requested to be performed.
- 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 has 70,608 platted residential lots, 813 miles of roads and 164 miles of man-made canals.

The vision and guiding principles for the City's future growth are set forth in the North Port Comprehensive Plan. The Comprehensive Plan is an evolving document that changes with the community.

Over the last few years, the City of North Port has seen tremendous change. What was once a small retirement community is blossoming into a vibrant, diverse and growing City. As the City grows, residents are expressing the desire for more lifestyle choices, community amenities and economic opportunities.

The City has several street locations throughout the City with landscaped medians. These areas are representative of the quality of life offered within the community and should be as aesthetically pleasing as possible.

- 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.

This contract will become effective February 1, 2017 upon approval of the contract by the City Commission and will remain in effect through January 31, 2020. The contract may be extended for two (2) additional one (1) year periods, by mutual agreement and within budgetary limitations, at the same terms and conditions.

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

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

Prior to submitting proposals, the City strongly urges all prospective proposers to carefully inspect the irrigation systems. All proposals shall be made on the basis of accepting the irrigation systems in "AS IS" Condition. Prospective Proposers will have an opportunity to view the irrigation systems during the scheduled site visit.

5. DEFINITIONS:

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

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

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

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Contractor.

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

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

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

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

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

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

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

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

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

TIME OF COMPLETION: Time in which the entire work shall be completed for each Work Assignment.

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

6. **INQUIRIES:** The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP to the Purchasing fax number at (941) 429-7173 or the Purchasing e-mail address at Purchasing@cityofnorthport.com. The City will respond to written, e-mailed or faxed, inquiries received at least five (5) working days prior to the RFP due date. The last day for questions is **DECEMBER 8, 2016 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

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responsibility of the Proposer, prior to submitting their proposal, to contact the Purchasing Office to determine if addenda were issued, acknowledging, and incorporating them into their proposal.

- 7. PRE-PROPOSAL MEETING:** A non-mandatory pre-proposal meeting will be held on **December 5, 2016 @ 10:00 a.m.**

8. PROPOSAL SUBMISSION AND WITHDRAWAL:

The City will receive **SEALED** proposals at the following address and clearly marked on the outside: **RFP NO. 2017-06 IRRIGATION MAINTENANCE SERVICES** addressed to:

City of North Port
Ginny Duyn, CPPB, Purchasing Manager
4970 City Hall Boulevard, Suite 337
North Port, Florida 34286

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Proposal documents are exempt from public record for a period of thirty days (30) or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

- 9. PRESENTATIONS/DISCUSSIONS (NOT APPLICABLE FOR THIS PROJECT):** The Selection Committee may conduct presentations/discussions with no less than three (3) firms, 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 interviews/presentations are closed to the public per Chapter 286, as amended, of the Florida Statutes.
- 10. PROPOSAL RESTRICTIONS:** In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part IV - "Rules and Instructions" for Preparing Proposals contained within this RFP.
- 11. DRUG FREE WORKPLACE:** The City of North Port is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the reply. The City grants a preference (following local preference, if applicable) to a business with drug-free workplace program, whenever two (2) or more Proposals are tied in the evaluation and ranking process. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. All Proposers are strongly recommended to submit the form entitled "**DRUG-FREE WORKPLACE AFFIDAVIT**".
- 12. PUBLIC ENTITY CRIMES STATEMENT:** In accordance with Florida Statutes §287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list."

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- 13. MINORITY, WOMEN and VETERAN OWNED BUSINESS ENTERPRISE (M/W/VBE):** M/W/VBEs are encouraged to participate in the reply process. All M/W/VBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the proposal submission and the Certificate must be issued to the prime Consultant/Contractor to claim M/W/VBE status.
- 14. REGULATIONS:** Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.
- 15. CANCELLATION:** The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this Agreement, in whole or in part, by providing the firm thirty (30) calendar days written notice by certified mail.
- 16. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence and the Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the City.
- 17. RESERVED RIGHTS:** The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City.
- The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any Respondent to perform the work or services requested. The Respondents upon request shall provide information the City deems necessary in order to make a determination.
- 18. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.
- 19. PERFORMANCE EVALUATION:** At the end of the Agreement, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.
- 20. PAYMENTS:** The City shall pay the Contractor through payment issued by the Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, Chapter 218, upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Contractor shall submit an invoice for payment to the City for those specific tasks that were completed during that invoicing period. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for 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.

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

A. Before performing any contract work, 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 and Commercial Auto 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 through other means, agrees agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify each 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, agrees agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

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C. POLICY FORM

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

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

iii. Each insurance policy required by this Contract shall:

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

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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.

22. INDEMNITY: The **FIRM** shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **FIRM**, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the **FIRM** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **FIRM** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **FIRM's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **FIRM's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **FIRM** 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 in the Agreement. Notification may also be provided by fax transmission to the number provided in the Agreement, if provided.

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

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

24. COLLECTION OF FEES, ASSESSMENTS AND TAXES: By acceptance of an Agreement, the Successful Contractor acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been

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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.

- 25. 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 Consultant under a contract with any public entity; and may not transact business with any public entity."
- 26. CONTACT PROHIBITION:** All prospective Proposers are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.
- 27. STATE REGISTRATION REQUIREMENTS:** Any Proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application will be required prior to award of an Agreement. Any partnership submitting a response to this solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes.
- 28. ASSIGNMENT:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.
- 29. AMENDMENT:** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under the Agreement.
- 30. 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.
- 31. 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 Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which

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such information is contained) in a sealed envelope that is separate from the Proposer's other Proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and the Proposal number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the Proposer's other Proposal documents.

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

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

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

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

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

33. 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

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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.

- 34. 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 North Port Utilities 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.
- 35. SCRUTINIZED COMPANIES:** For contracts of \$1,000,000.00 or more, the Bidder shall certify that it is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list as defined in Florida Statutes §215.473, as required by §287.135, Florida Statutes. The City shall supply the certification form. Providing a false certification is punishable by civil penalty equal to twice the contract amount plus reasonable attorney's fees and costs, in addition to the Bidder being ineligible to bid on any contract for three years after the date it was determined that a false certification was made.
- 36. 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.
- 37. 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-Contractors hourly rates or fees, any applicable licenses, references, ownership, and other information required of Contractor.

- 38. 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

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be incorporated to the RFP. The City will NOT be responsible for any oral instructions, clarifications, or other communications.

39. 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.

40. 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.

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

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

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

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

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

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.

42. 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.

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- 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.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 Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
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 padkins@cityofnorthport.com.
 6. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes 119.10.

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

END OF PART I

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PART II – SCOPE OF SERVICES

SCOPE OF SERVICES: The scope of work is a general guide to the work the City expects to be performed by the Contractor, and is not a complete listing of all services that may be required or desired. All work must be in accordance with the Specifications and generally accepted practices for operating, adjusting and maintaining Irrigation Systems.

The Contractor must provide all labor, equipment, and materials necessary to program, test, monitor, maintain and repair existing Irrigation Systems at locations identified by the City. It is the Contractor's responsibility to complete all specified work as required to meet scheduled activities. It is also the Contractor's responsibility to maintain a database of all as-built irrigation plans and to review street opening requests to identify conflicts with existing water and electrical lines associated with the irrigations systems. Review of street opening requests must be responded to within 24 hours. Please note that all replacement equipment and materials are to be new. Recycled and previously used equipment and materials will not be allowed.

Irrigation Maintenance

- The Contractor is responsible for monitoring each irrigation system, adjusting timers, moisture sensors, rain gauges and all associated mechanisms to insure that proper water quantities are applied, at the best duration and time of day for each plant group.
- Necessary repairs to all appropriate landscape irrigation systems shall be performed. Irrigation systems shall be maintained in satisfactory operating condition to provide adequate coverage to all turf and plant bed areas. Wells, pumps, and any other supporting equipment shall be considered part of the irrigation system.
- Labor, tools, equipment, parts and supplies necessary to repair or maintain the system in the required working order shall be provided. Irrigation systems shall be inspected on a weekly basis to ensure proper functioning of time clocks, valves, heads, and including all filters and backflow valves. The City shall be informed of all problems and repairs in a timely fashion.
- All repairs shall be made with the same or equal quality new parts. Head nozzles shall be selected to ensure maximum efficiency of the system and full coverage potential of each head.
- Monthly inspection –the Contractor shall physically inspect the operation of all systems on a monthly basis while the system is in operation. The Contractor shall maintain all sprinkler systems in such a way as to guarantee proper coverage and full working capability, and make whatever adjustments necessary to prevent excessive overspray/runoff into street right-of-ways or other areas not intended to receive irrigation overspray/runoff.
- Contractor is responsible for maintenance of all wells and pumps supplying water to any irrigation systems.
- Contractor shall clean and adjust any spray nozzles, heads and/or bubblers that have an erratic spray. Any dirt/silt and debris shall be removed, cleaned & reset.
- The irrigation Contractor will work directly with the Landscape Contractor to determine the correct system setting based upon current and seasonal weather conditions.
- Maintenance shall include but not be limited to:
 1. Testing all zones. Verify each flushing valve operation. Clean each filter and each circuit.
 2. Clean clogged water lines and outlets, and spray nozzles, heads and/or bubblers and filters.
 3. Test entire system for overall performance.
 4. Observe for visual evidence of water leaks.
 5. Make necessary adjustments. Including head, valve, and controller adjustments.
 6. Replace any and all batteries as frequently as necessary.
 7. Shut down power supply to irrigation controllers if damaged. Power must be terminated within one (1) hour of notification during normal working hours and a maximum of two (2) hours during all other times.
- Drip Irrigation Systems shall be flushed at least once a year. Open ends of drip lines and run for at least 15 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.

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General

- Contractor will have an office or yard located within a one (1) hour response time to all job sites.
- Response time to outstanding issues brought up by the City or emergencies shall be within one (1) hour during normal working hours and a maximum of two (2) hours during all other times.
- Contractor shall provide a 24-hour contact phone number that will be answered at all times.
- Complaints or deficiencies shall be addressed within 24 hours after notification. Deficiencies include irrigation leaks or similar conditions not generally acceptable for proper irrigation maintenance.
- Any damages to public or private property resulting from excessive irrigation water or irrigation water runoff shall be charged against the Contractor's payment unless immediate repairs are made by the Contractor to the satisfaction of the Contract Administrator.
- Any areas identified by the City of North Port during the pre-proposal meeting, verbally or by map, shall be included.
- Sufficient personnel shall be provided to accomplish work within the scheduled allotted time frames.
- All field personnel shall wear standard uniform with company identification.
- All licenses, permits and certifications are required to be provided to the Contract Administrator prior to award of contract and whenever updated during the contract period, without additional expense to the City. Such licenses, permits, and certifications shall be maintained for the term of the contract.
- All maintenance work shall be accomplished between the hours of 7 am and 7 pm, Monday through Friday. No maintenance functions that generate excessive noise, which would cause annoyance to residents of any area, shall be commenced before 8 am. The City may grant, on an individual basis, permission to perform maintenance at other hours.
- Integral to this contract is the review of street opening requests for any conflicts to existing irrigation electrical and water supply lines. The contractor will maintain the as-built irrigation library as a reference, making adjustments to the data as changes are made or more accurate information becomes available. The Contractor will recommend to the Contract Administrator when the City's utility location vendor is needed as well as when the street opening request poses no concern. If the City receives requests for street openings, the Contractor may be asked to review these requests for conflicts with existing water and electric supply lines. Requests may be e-mailed and the Contractor is expected to respond within twenty-four (24) hours.

Submittals

- A list of all supervisory staff (including cell telephone numbers) responsible for work to be performed shall be provided to the City.
- A weekly maintenance schedule shall be e-mailed or delivered to the City by 5 pm Friday of the previous week, indicating the time frames when items of work shall be accomplished per the performance requirements and to further delineate the week's work.
- A weekly completed performance sheet and inspection checklist report (to include but not be limited to, controller location, address, site inspections, and repairs made) shall be e-mailed or delivered to the Contract Administrator or designee by 8 am every Monday morning.

Vehicles and Equipment

- All vehicles and equipment shall be neat in appearance and easily identified.
- Identification on vehicles shall consist of at a minimum, company name, local telephone number, and services provided in print no less than eight (8) inches tall.
- Vehicles and equipment shall be maintained in safe and mechanically sound condition.
- All necessary equipment, tools and supplies to properly perform irrigation services shall be provided.

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Locations

- Location 1, L-1, is the median strips and rights-of-way located on Sumter Boulevard from just south of Sylvania Avenue, south to U.S. 41.
- Location 2, L-2, is the median strips and rights-of-way located on Toledo Blade Boulevard from just south of I-75 (N Cranberry Boulevard and Plantation Boulevard) south to Hillsborough.
- Location 3, L-3, is the median strips on Biscayne Drive from Elyton Drive to the Myakkahatchee Creek (under design/construction with anticipated completion by Summer 2017). This location also includes the eastern side of the Biscayne right of way from East Hyde Park Avenue to East Sydney Avenue
- It is highly recommended that the areas be reviewed in person before submitting.

Compensation

- Payment shall be monthly, based on work completed.
- All invoices for work performed under this contract shall be submitted in a format approved by the Contract Administrator or designee.
- Invoices shall include the Contractor's invoice number, dates of service, location with line item cost, wholesale material cost, and total.
- Parts costs shall be the actual cost paid by the contractor reflecting the best price, including discounts available. Receipts shall be required for reimbursements.
- Additional maintenance may be added to this contract based on monthly price per location and additional repairs based on contract rates.

Price Adjustment (Capped Rate)

A maximum 3% annual increase for Monthly Maintenance and/or Labor Rate may be allowed after the initial 12 month period. The Contractor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of price increase. The Contractor must also furnish a written statement which states that the increase represents the cost of the service and in no way includes an increase for profits or overhead. The City Purchasing Division may require additional information to verify the price increase.

The request for price increase must be submitted within 30 days of the twelve (12) month anniversary of the Contract start date. If the price increase request is not submitted within this timeframe, the Contractor will not be entitled to a price adjustment for the upcoming year.

Guarantee

The Contractor must furnish a guarantee for the Irrigation System Maintenance and Repair Service provided under this contract in accordance with the standard guarantee regularly supplied.

At a minimum, the Contractor hereby guarantees for a period of one (1) year from the date of a repair, that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The guarantee period will commence on the first day after the repair is made by the Contractor. If a longer guarantee can be furnished, at no additional cost to the City, the longer period will prevail.

REFERENCES/CLIENT LISTING: The City will only entertain proposals from proposers with a minimum of three years' experience in projects of similar scope and size. Additionally, Proposers shall submit a commercial client listing, with at least five accounts, detailing the longevity of the accounts and disclosing the contact name and phone number for each account, project description, and area included in "Scope of Work". The City reserves the right to make contact with any or all of the clients to acquire a reference; however, the Proposer is encouraged to submit written recommendations from his client(s).

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FAILURE TO PERFORM: Failure to perform as described, or not complete all activities as required and as provided herein, shall be just cause for the assessment of damages, as described below, and such damages shall be considered, not as a penalty, but as liquidation of damages sustained. In the event all of the required work is not completed as actually reflected in the invoice when the frequency requires, corrections of all discrepancies shall be performed between the hours of 7:00 AM and 7:00 PM the following work day. These corrections shall be completely performed in accordance with the specification requirements. Failure to appear and perform the required duties without the advance approval of the City shall result in the deduction of the total cost of the service from the invoice. These charges are intended to act as an incentive to perform in full compliance with the specifications. Deductions shall be applied in accordance with the cost proposal form "prices." A full deduction "price" shall be levied each time services are not performed in full accordance with work specifications. Such deductions will continue until said work is properly performed or the contract is cancelled. Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

END OF PART II

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PART III – EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA: All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the proposal. Proposers should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations **may not** be solicited.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

AWARD CRITERIA: Firms are ranked in accordance with the evaluation criteria below, and shall not be limited to, considerations listed under Parts II through V. The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City's decision will be final. The City will initiate negotiations with the top ranked firm or accept the proposal as is. If negotiations with the top ranked firm are not successful, negotiations will begin with number two and then three if necessary.

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

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

0=Information/documentation provided is not adequate for evaluation/Cost, if applicable, is highest

1=Poor, Unacceptable, Needs major help to be acceptable

2=Marginal, Weak, Workable but needs clarifications

3=Good, No major weaknesses, Fully Acceptable as is

4=Excellent, Very good, Solid in all respects

5=Outstanding, out-of-the-box, Innovative

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight 1-10</i>	<i>Score</i>
APPROACH TO PROJECT/SCHEDULE/RESOURCES <ul style="list-style-type: none">Addressing each of the requested itemsApproach used for each itemSchedule recommendationsResources available to Firm/Contractor	0-5		X 6	= 30
PROFICIENCY IN SIMILAR PROJECTS/REFERENCES /LEAD STAFF EXPERIENCE <ul style="list-style-type: none">Number and type of projectsSimilar in size to this project	0-5		X 6	= 30

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<ul style="list-style-type: none"> Lead staff number of years' experience Lead staff number of years with current firm 				
COST <i>See attached schedule A– must be completed in order to be deemed responsive</i>	0-5		X 8	= 40
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				TBD
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.				

SELECTION – EVALUATIONS AND RANKING: 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. Firms will be contacted utilizing the telephone number listed on the signature page of the submittal form. It is each firm's responsibility to have the appropriate personnel at that telephone site or respond to the questions and/or requests for clarification.

Firms will be contacted via e-mail and informed of the time that the discussions will begin for their firm. The firms may be provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting firms in alphabetical order, with an anticipated time frame not to exceed 10 minutes with each firm being called consecutively.

Once the telephone discussions are completed, the Selection Committee will commence with the discussions, evaluations and ranking meeting. This meeting is open to the public. It is not anticipated that Oral Presentations/Interviews will be requested by the Selection Committee.

The highest final ranking score will be the basis for the recommendation of the Selection Committee to the City Manager. Purchasing, on behalf of the Selection Committee, shall forward the recommendation to the City Manager in rank order the response or responses of which the Selection Committee deems to be in the best interest of the City. Purchasing shall request that the City Manager authorize staff to negotiate (if needed) an agreement with the first ranked Contractor. Following the negotiations, a final agreement will be presented for City Commission approval.

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

TIMELINE OF EVENTS	EVENT TIME/PLACE	EVENT DATE
Issuance of Proposal	8:00 AM	11/23/16
Non mandatory Pre-proposal meeting	10:00 AM CITY HALL, ROOM 302	12/5/16
Deadline to submit questions/clarifications	2:00 PM	12/8/16
Submittal Due Date	2:00 PM Purchasing Division City of North Port 4970 City Hall Boulevard, Suite 337 North Port, Florida 34286	12/15/16
Evaluation and Ranking of Firms (OPEN TO PUBLIC)	2:00 PM CITY HALL, ROOM 302	12/21/16
Contract Negotiations Team Meeting (CLOSED TO PUBLIC)	1:00 PM CITY HALL, ROOM 302	12/27/16
Agreement to Commission		1/24/17

END OF PART III

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

1. RULES FOR PROPOSALS

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

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

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

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

E. Proposer Registration with either the City or DemandStar is **not** required. The City utilizes www.DemandStar.com for their vendor database system: planholder list, and notification availability (i.e. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Proposer to complete a registration application with DemandStar to be recommended for the award of any Agreement. DemandStar is the City's sole method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Proposer. Proposers may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling (800) 711-1712. **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

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

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

TABLE OF CONTENTS: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

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 letter shall be signed in blue ink by a person who is authorized to commit

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the firm to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.

Tab 2 – APPROACH TO PROJECT/SCHEDULE/RESOURCES: Provide a short narrative describing the project based on your understanding of the RFP scope of services and how you will approach the project. Describe how the firm anticipates meeting the project schedule. Include any innovative approaches to providing the services. Describe what problems you anticipate and how you propose to solve them.

1. Address each of the requested service items listed; indicate your approach to each item listed.
2. Provide schedule recommendations.
3. Indicate resources available to the Firm. Provide number of staff and equipment that will be dedicated to this project.

Tab 3 – PROFICIENCY IN SIMILAR PROJECTS, REFERENCES FOR THE SPECIFIC PROJECTS and LEAD STAFF EXPERIENCE: List all projects within the last three (3) years, similar in size and scope, specific to irrigation maintenance services. Relative to the scope of services for the project, describe the specific ability of the firm (Project manager and lead staff).

1. Describe schedule control, cost control, typical irrigation maintenance problems and means taken to solve them. Provide references for each of the similar projects listed, including when the project was done, the clients name, contact person, title, telephone number and e-mail address.
2. Experience & Personnel: Please state the size of the firm; the size of the firm's staff; the location of the office from which the work on this contract is to be performed; the number of years of the firm's experience, the number of years lead staff has been employed by firm, and qualifications of the lead staff to be assigned to this contract on a full-time basis; and the number of staff to be so employed on a part-time basis. Clearly identify the Project Manager and location from which they will work

TAB 4 – COST: Completed Schedule "A", Cost Proposal Form.

TAB 5 –SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS: Provide completed required forms in this section. The proposer's checklist is provided to assist each Proposer in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is a guideline which is to **be executed and submitted with the required forms**. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

A. SUBMITTAL REQUIREMENTS

☐ **NUMBER OF PAGES:** Proposal **shall not exceed (24) pages (one-sided) or (12) pages (two-sided)** in length. ***(The Title Page, Table of Contents, City Required Forms, resumes, and tabs do not count towards the TOTAL NUMBER OF PAGES).***

- When compiling a response, sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page; proposals should be bound to allow flat stacking for easy storage; **do not use three ring binders of any kind**; and sections should be compiled in the sequence list above. Maximum number of pages shall be **24 pages**, not including ***the Title Page, Table of Contents, City Required Forms, resumes, and tabs.***

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- Place proposal with all the required items in a sealed envelope clearly marked for specification number, project name, name of proposer, and due date and time.
- **PAPER/FONT SIZE:** 8.5"x11"/Font Calibri 11, PDF FORMAT.
- ☐ **NUMBER OF ORIGINAL PROPOSALS:** One (1) original hard-copy **UNBOUND** (marked "**ORIGINAL**") and signed in blue ink. **NUMBER OF COPIES:** four (4) hard-copies **BOUND** (marked "**COPY**"). **(1 original + 4 copies = 5 total submittals).**
- ☐ **USB Flash Drive:** One (1) electronic version in Portable Document Format (PDF) **or** Flash Drive containing the entire submittal.

PROPOSERS CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

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

LOCAL BUSINESS STATUS: If Proposer 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.

- ☐ 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.

B. CITY REQUIRED SUBMITTAL FORMS

- ☐ Proposal Submittal Signature Form
- ☐ Statement of Organization
- ☐ **Schedule A** – Cost Proposal Form
- ☐ References
- ☐ Drug-Free Workplace (If Applicable)
 - ☐ YES ☐ NO ☐ N/A

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- ☐ Public Entity Crime Information
☐ YES ☐ NO ☐ N/A
- ☐ Non-Collusive Affidavit
- ☐ Lobbying Certification
- ☐ Conflict of Interest Form
- ☐ Local Business Affidavit **or** North Port Local Business Affidavit (if applicable)
- ☐ State Registration Requirements (<http://www.sunbiz.org/search.html>)
- ☐ Copy of Registration, Attached
- ☐ Applicable State required licenses 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 Workers Compensation, Comprehensive Commercial General Liability, and Commercial Auto Liability and the dollar amounts of the coverage.
- ☐ **MBE/WBE/VBE:** If claiming Minority Business Enterprise/Women Business Enterprises/Veteran's Business Enterprise, the Prime Firm (not sub-Contractor) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.
- ☐ YES, CLAIMING STATUS AS PRIME ONLY
- ☐ YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS FROM THE STATE OF FLORIDA AS OUTLINED SECTION 12.
- ☐ NOT CLAIMING MBE/WBE/VBE

If claiming Minority Business Enterprise/Women Business Enterprises, 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 and the Certificate from the State of Florida shall be submitted with the required paperwork.

**THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK
CITY REQUIRED FORMS FOLLOW**

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PROPOSAL SUBMITTAL SIGNATURE FORM

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

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

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

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

Company Name _____

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

Main Office Address _____

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

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

Office Address _____

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

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

Name & Title of Firm Representative _____

Signature _____ **Date** _____

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

- **OFFICE SERVICING CITY OF NORTH PORT (CITY HALL):** ☐ **LESS THAN 100 MILES** ☐ **MORE THAN 100 MILES**
- **LENGTH OF TIME AT THIS LOCATION:** ☐ **MORE THAN 3 YEARS** ☐ **1 TO 3 YEARS**
☐ **BETWEEN 6 MONTHS TO 1 YEAR** ☐ **LESS THAN 6 MONTHS**

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

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

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

Name of Respondent: _____

DBA (if any): _____

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

Business Address: _____

Phone: _____ **Fax:** _____

E-Mail _____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

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

(Please Check One)

Is this a Florida Corporation:

☐ Yes

or

☐ No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it:

☐ "For Profit" or

☐ "Not for Profit"

Is it in good standing:

☐ Yes

or

☐ No

**Authorized to transact business
in Florida:**

☐ Yes

or

☐ No

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

Does it use a registered fictitious name:

☐ Yes

or

☐ No

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Names of Officers:

President: _____ **Secretary:** _____

Vice President: _____ **Treasurer:** _____

Director: _____ **Director:** _____

Other: _____ **Other:** _____

Name of Corporation (As used in Florida):

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

Corporate Address:

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

STATE OF _____

COUNTY OF _____

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

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

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SCHEDULE "A" COST PROPOSAL

MONTHLY MAINTENANCE	Code	Location	Quantity	Unit Of measure	Unit Price	Extended Total Price
	L-1	Sumter Blvd.	12	Month	\$	\$
	L-2	Toledo Blade Blvd.	12	Month	\$	\$
	L-3	Biscayne Drive	12	Month	\$	\$
		Total Contract Amount (Add Lines 1 through 3)				\$

REPAIR	Labor Rate per Hour
	Regular Hours \$
	After Hours (including weekends) \$
PARTS	Part cost will be reimbursed at cost plus 10% for material handling. The City reserves the right to request a copy of the original part invoice.

The following will be utilized in resolving arithmetic discrepancies found on the face of this schedule as submitted by proposers:

- Obviously misplaced decimal points will be corrected.
- In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of evaluation, the City will proceed on the assumption that the proposer intends his/her prices be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the cost will be so reflected in evaluation process.

COMPANY NAME: _____

AUTHORIZED SIGNATOR/TITLE FOR FIRM: _____

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REFERENCES/CLIENT LISTING

(The firm shall provide a minimum of five (5) business related references for which they are currently providing, or have provided within the last three (3) years, services similar to the scope of services required by this RFP.). Attach additional sheets if necessary.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Duration of Contract or business relationship _____

Type of Services Provided _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Duration of Contract or business relationship _____

Type of Services Provided _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Duration of Contract or business relationship _____

Type of Services Provided _____

COMPANY NAME:: _____

SIGNATURE: _____

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4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Duration of Contract or business relationship _____

Type of Services Provided _____

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Duration of Contract or business relationship _____

Type of Services Provided _____

COMPANY NAME:: _____

SIGNATURE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

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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

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PUBLIC ENTITY CRIME INFORMATION

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

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

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

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____

COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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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 _____, 200____.

By: _____

(Printed Name)

(Title)

STATE OF _____
COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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LOBBYING CERTIFICATION

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

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2016

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

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

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

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

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

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

Notary Public - State of _____

Print Name: _____

Commission No: _____

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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 COMPLETED AND SUBMITTED WITH PROPOSAL

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AFFIDAVIT

Claiming Status as a Local Business

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

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

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

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

AND

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

AND

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

AND

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

Signed, sealed and delivered this _____ day of _____, 2012.

By: _____

(Printed Name)

(Title)

State of Florida

County of _____

Sworn to and subscribed before me this ____ day of _____, 2012, by _____ who ☐ is personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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

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AFFIDAVIT

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

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

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

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

AND

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

AND

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

AND

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

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

By: _____

_____ (Printed Name)

_____ (Title)

State of Florida

County of _____

Sworn to and subscribed before me this ____ day of _____, 2012, by _____ who ☐ is personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

Notary Public - State of Florida

Print Name: _____

Commission No: _____

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

CITY OF NORTH PORT
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PART V. SAMPLE AGREEMENT - SUBJECT TO CHANGE

AGREEMENT #2017-06
IRRIGATION MAINTENANCE SERVICES

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

WITNESSETH:

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

1. CONTRACTOR'S SERVICES

- A. The CONTRACTOR agrees to diligently and timely perform services for the CITY relating to Irrigation Maintenance Services as identified in the Request for Proposal No. 2017-06 and Contractor's proposal submitted December 15, 2016. The overall Scope of Services is described in Attachment A.
- B. This Agreement shall commence on February 1, 2017 upon the execution of the Agreement by both the City and the Contractor and shall remain in effect through January 31, 2020. The Agreement may be renewed for two (2) additional one (1) year terms, subject to CONTRACTOR's satisfactory performance, by mutual agreement and within budgetary limitations, at the same terms and conditions.

2. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICES

A. COMPENSATION

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

B. METHOD OF PAYMENT

- 1. The CITY shall pay the CONTRACTOR through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the CONTRACTOR's invoice and written approval of same by the CITY's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The CONTRACTOR shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period.

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2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the CITY's Administrative Agent based on the percentage of the amount for those specific services.
3. The CONTRACTOR's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

3. LIABILITY OF CONTRACTOR

The **CONTRACTOR** shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the **CONTRACTOR**, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the **CONTRACTOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **CONTRACTOR** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Agreement.

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 in Section 17. Notification may also be provided by fax transmission to the number provided in Section 17, if provided.

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 this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **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 Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statute § 768.28.

4. CONTRACTOR'S INSURANCE

A. INSURANCE

Before performing any work, Contractor shall procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of

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the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with Contractor.

1. Workers Compensation: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.
2. Comprehensive Commercial General Liability Insurance: Occurrence from required. Aggregate must apply separately to this Agreement. 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. **The City of North Port** is to be named additional insured.
3. Business 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 Agreement. **The City of North Port** is to be named additional insured.

SPECIAL REQUIREMENTS: The City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy and Commercial Auto Liability Policy. ***Certification of same shall be required. Certificates of Insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination CG20100704 and CG20370704 will be accepted.*** All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities under this Agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the Contractor. The Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, 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 through other means, agrees agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the City. It is the Contractor's responsibility to notify each 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, agrees agree to waive all rights of subrogation against the City, its officers, officials, agents, employees, affiliates and volunteers, and the City's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

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C. POLICY FORM

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

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

Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Agreement. 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 shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.
7. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the 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.
8. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Contractor will be allowed

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to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

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

5. RESPONSIBILITY OF THE CONTRACTOR

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement.
- D. Contractor shall 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. The Contractor covenants and agrees that it and its employees shall be bound by the Standards of Conduct of Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- G. In accordance with F.S. §119.0701, 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.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

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- 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 Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
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 padkins@cityofnorthport.com.
6. Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Agreement. Further, the CONTRACTOR may be subject to penalties under Florida Statutes 119.10.

6. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL

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

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- A. The services to be rendered by the Contractor shall commence within one (1) week of the Contractor's receipt of written Notice to Proceed from the City.
- B. The Contractor specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of the Contractor or the City.
- C. The Contractor agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the 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 the Contractor which delay the Project Schedule completion date, the City shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay.

7. OBLIGATIONS OF CITY

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:
 - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the Contractor, and render in writing, decisions pertaining thereto within a reasonable time.
 - 2. Transmission of instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 - 3. Review for approval or rejection all of the Contractor's documents and payment requests.
- B. The City shall, upon request, furnish the 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 the Contractor.
- C. The City's Administrative Agent shall conduct periodic reviews of the work of the Contractor necessary for the completion of the Contractor's services during the period of this Agreement, and may make other City personnel available, where required and necessary to assist the Contractor. The availability and necessity of said personnel to assist the Contractor shall be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Letters of Interest and Work Authorizations.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

8. TERMINATION

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- A. The City Manager or designee shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor and, in that event, the Contractor shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. The City shall, upon receipt of the aforesaid documents, pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Attachment A – Scope of Services and Attachment B – Contractor's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments in accordance with Section 2 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 Agreement.
- B. FUNDING IN SUBSEQUENT FISCAL YEARS: It is expressly understood by the City and the Contractor that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commissioners, and the continuing receipt of state or federal grant funding, if applicable. In the event that funds are not available or appropriated, the City reserves the right to terminate the Agreement. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.
- C. In the event that the Contractor has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.
- D. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.
- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor or an assignment is made for the benefit of creditors.
- F. In the event Contractor breaches this Agreement, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:
1. The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Agreement;
 2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
 3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 4. The Contractor's failure to use Agreement funds, previously paid the Contractor by the City, to pay Contractor's Agreement related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;

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5. Claims made, or likely to be made, against the CITY or its property;
6. Loss caused by the CONTRACTOR;
7. The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.

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

9. INDEPENDENT CONTRACTOR

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

10. ENTIRE AGREEMENT

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

11. AMENDMENT

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

12. ASSIGNMENT

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

13. WAIVER

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

14. GOVERNING LAW, VENUE AND SEVERABILITY

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

15. AUTHORITY

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

16. NO HIRE

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

17. NOTICES

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

CONTRACTOR'S REPRESENTATIVE:

_____, _____

TEL (xxx) xxx-xxxx

FAX (xxx) xxx-xxxx

EMAIL:

CITY'S ADMINISTRATIVE AGENT:

Operations Manager
City of North Port, Public Works
1100 N. Chamberlain Blvd
North Port, FL 34286
TEL (941) 240-8079
FAX (941)240-8063
EMAIL: rstlouis@cityofnorthport.com

Changes in the respective addresses may be made from time to time by either party by written notice to the other party.

18. PARAGRAPH HEADINGS

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

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19. ATTORNEYS' FEES

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

20. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2017-06 or the **Contractor's** response, which are made a part hereof by reference, the Agreement shall control.

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

ATTEST:

CITY OF NORTH PORT, FLORIDA

By: _____
Patsy C. Adkins, City Clerk, MMC

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

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Mark Moriarty, City Attorney

WITNESS:

CONTRACTOR:

By: _____

By: _____

END OF PART V