



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

DATE: JULY 18, 2020

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2020-02: PROFESSIONAL ENGINEERING SERVICES FOR NEIGHBORHOOD EXPANSION PHASE 2

RFP DUE DATE: 2:00 PM, JULY 26, 2020

ADDENDUM NO. 1

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

ITEM #1: QUESTIONS/ANSWERS:

Q1: Who's on the selection committee?

A1. The selection committee consists of the following employees: Michael Acosta, Jennifer Fehrs, Michael Vuolo, and Jennifer Desrosiers. Please note the Contact Prohibition on page 12 of the Request for Proposals.

Q2. Can you confirm if this a single firm selection?

A2. Yes. The intention is to award to a single firm. Please refer to page 5, Item 2, General Instructions, Contract Award/Term in the solicitation.

Q3. What is the budget for the consulting project?

A3. The estimate for consulting is \$600,000.

Q4. In Tab 3 – Key Personnel / Qualifications of The Project Team: Is the requirement that a brief resume must be included for every person shown on the Org Chart or only for Key Members of the project Team?

A4. Tab 3 - KEY PERSONNEL/QUALIFICATIONS OF THE PROJECT TEAM: List the members of the project team and include an organizational chart of the project team. Provide and identify the key designer on the project and a list of the personnel with their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, including subconsultants to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive. Provide a statement indicating the lead designer will not be substituted without the express permission of the City.

Sufficient information should be included within Tab 3 to ensure that selection committee members can establish

the firm's competency related to the proposed project. Full resumes can be included in an appendix and not count towards the page count.

Q5. Is it acceptable to discuss and reference historical project construction costs relative to individual ERUs in the proposal/interview? No opinions of cost related to this project would be provided or discussed in the proposal/interview.

A5. Yes. Historical construction costs for other projects can be discussed or referenced. However, we cannot request, accept, or consider proposals for compensation from any consultant for this project at this stage of the competitive process.

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

Signature on File _____

Ginny Duyn, CPPB
Senior Purchasing Administrator
Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7174
Fax: 941.429.7173
E-mail: gduyn@cityofnorthport.com

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

End of Addendum No.1

City of North Port



**PROFESSIONAL ENGINEERING SERVICES
FOR
NEIGHBORHOOD EXPANSION PHASE 2**

Request for Proposal No. 2020-02

PUBLIC NOTICE/ADVERTISEMENT

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

**RFP NO. 2020-02
PROFESSIONAL ENGINEERING SERVICES FOR NEIGHBORHOOD EXPANSION PHASE 2**

It is the intent of the City of North Port to request proposals from experienced and qualified firms for professional Engineering services to design, permit, and provide bidding and construction services for the expansion of water and wastewater service into a portion of the Madagascar Area. This project is the second phase of an ongoing project by the City to provide water and wastewater service to unserved areas of the City.

**PROPOSAL DUE DATE:
July 26, 2019 AT 2:00 P.M.
City Hall, Room 337**

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 JULY 26, 2019.** PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE REJECTED.

EVALUATION AND RANKING COMMITTEE MEETING (<i>Open to the Public</i>)	AUGUST 8, 2019, at 10:00 A.M. City Hall, Room 302
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Information regarding this project may be viewed and downloaded from DemandStar's website at www.demandstar.com or through the link provided on the city web site at www.cityofnorthport.com. Proposal documents are also posted on the City FTP site at <http://apps.cityofnorthport.com/ftpinfo/> and may be obtained by choosing Purchasing from the drop down menu; however, addendums are only posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Ginny Duyn, CPPB, Senior Purchasing Administrator 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. 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 **July 19, 2019 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: June 26, 2019
www.cityofnorthport.com
www.demandstar.com

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ATTACHMENTS:

Madagascar Area 223 Map

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. 2020-02: PROFESSIONAL ENGINEERING SERVICES FOR NEIGHBORHOOD EXPANSION PHASE 2** for the following reason(s):

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

Remarks _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

SIGNATURE: _____ DATE: _____

E-MAIL ADDRESS: _____

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

PART I – GENERAL INSTRUCTIONS

1. PURPOSE:

- A. Intent of RFP:** The City of North Port, FL hereinafter referred to as the “City” desires to contract for Professional Services. It is the intent of the City, to request proposals from professional engineering firms to design, permit, and provide bidding and construction phase services for the expansion of water and wastewater service into a portion of the Madagascar area of the City. The project will include the evaluation of the wastewater collection system technologies to determine the best overall options for the City. The project will also include sizing both water and wastewater infrastructure. The City has completed a hydraulic model of both the water distribution and wastewater collection system that the consultant can use in determining the proper sizing. This project will be the second phase of a likely multi-year projects to bring water and wastewater service to unserved areas of the City.
- B. BACKGROUND:** City of North Port Utilities hereinafter referred to as “NPU” owns and operates extensive water distribution and wastewater collection systems within the City. The City also has significant areas that are currently unserved by water and wastewater infrastructure. Most of these areas are platted lots that are unlikely to be developed in large parcels. Without the City extending service to these areas it is likely that all the lots would ultimately be served by well and septic.
- C. Time and Due Date:** The City of North Port will accept **SEALED** proposals from qualified firms consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida **no later than 2:00 pm July 26, 2019.**

- 2. CONTRACT AWARD/TERM:** The City anticipates entering into one (1) contract with the firm who submits the proposal judged to be most advantageous to the City. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are reviewed and accepted by the North Port City Commission and both parties execute a contract.
- 3. DEVELOPMENT COSTS:** The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare a straightforward and concise description of the Proposer’s ability to meet the requirements of the RFP.

4. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **INQUIRIES:** The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP to the Purchasing fax number at 941.429.7173 or the Purchasing e-mail address at Purchasing@cityofnorthport.com. The last day for questions is **July 19, 2019 at 2:00 p.m.**

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

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

- 7. PROPOSAL SUBMISSION AND WITHDRAWAL:** The City will receive **SEALED** proposals at the following address and clearly marked on the outside: **NEIGHBORHOOD EXPANSION PHASE 2** addressed to:

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

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

- 8. PRESENTATIONS/DISCUSSIONS:** The Selection Committee may conduct discussions with firms of the Committee's choosing, regarding their qualifications, approach to the project, and ability to furnish the required services. The City will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations (i.e. travel, accommodations, etc.). The discussions/presentations/interviews are closed to the public per Chapter 286, as amended, of the Florida Statutes.
- 9. PROPOSAL RESTRICTIONS:** In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part IV - "Rules and Instructions" for Preparing Proposals contained within this RFP.
- **EXAMINATION OF PROPOSAL DOCUMENTS/SITE:** Prior to proposal submission, Proposers shall carefully examine all provisions of this document, and all other related documents, including all modifications thereof, incorporated in the proposal package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.
 - Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to Proposal due date (or shall be verbally addressed at the pre-proposal conference, if applicable).
 - It shall be the responsibility of the proposer, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Division to determine if addenda were issued.
 - Examination of Sites: Prior to submitting a proposal, each proposer shall examine the site and all conditions thereon. All proposals shall be presumed to include all such existing conditions as may affect any work to be done in this agreement. Failure to familiarize themselves with such conditions will in no way relieve the successful proposer from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications.
- 10. CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between any of the provisions in this solicitation or any addendum issued, the order of precedence shall be: the last addendum issued, Proposal Forms, Scope of Service, Plans, Permits, reports and then the General Terms and Conditions. It is incumbent upon the

Proposer to identify such conflicts to the designated purchasing representative prior to the proposal response date.

- 11. DRUG FREE WORKPLACE:** The City of North Port is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the reply. The City grants a preference (following local preference, if applicable) to a business with drug-free workplace program, whenever two (2) or more Proposals are tied in the evaluation and ranking process. The Drug-free Workplace Vendor shall have the burden of demonstrating that its program complies with Section 287.087 of the Florida Statutes, and any other applicable state law. All Proposers are strongly recommended to submit the form entitled “**DRUG-FREE WORKPLACE AFFIDAVIT**”.
- 12. PUBLIC ENTITY CRIMES STATEMENT:** In accordance with Florida Statutes §287.133(2)(a), “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.”
- 13. MINORITY, WOMEN, and VETERAN OWNED BUSINESS ENTERPRISE (M/W/VBE):** M/W/VBEs are encouraged to participate in the reply process. All M/W/VBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the proposal submission and the Certificate must be issued to the prime Consultant/Contractor to claim M/W/VBE status.
- 14. REGULATIONS:** Violation of any local, state or federal law in the performance of this Agreement shall constitute a material breach of this Agreement.
- 15. CANCELLATION:** The City Manager or Designee shall have the right to unilaterally cancel, terminate, or suspend this Agreement, in whole or in part, by providing the firm thirty (30) calendar days written notice by certified mail.
- 16. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence and the Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the City.
- 17. RESERVED RIGHTS:** The City reserves the right to accept or reject any and all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, for whatever reason or for no reason, if it is deemed in the best interest of the City.

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

- 18. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15

CFR, Part 8) issued pursuant to such Act, hereby notifies all Respondents that it will ensure that in any Agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

19. PERFORMANCE EVALUATION: At the end of the Agreement, the receiving department will evaluate the successful Proposer's performance. This evaluation will become public record.

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

21. INSURANCE REQUIREMENTS:

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

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

i. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$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. **Professional Liability Insurance:** Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum \$1,000,000 per occurrence for this project with a \$1,000,000 policy term general aggregate. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be

obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

- **Professional Liability (Errors and Omissions Liability) for Subcontractors/Subconsultants** In addition to the insurance requirements for the Contractor, the contractor's registered sub-contractors (including structural, civil, mechanical, plumbing, electrical engineering, landscape architecture, survey, geotechnical and materials testing) are required to carry Professional Liability insurance at the same levels and conditions as the Contractor.

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

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

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

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

C. **POLICY FORM**

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

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

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

iii. Each insurance policy required by this Contract shall:

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

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

In the event of a claim, the City shall promptly notify the Consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or

UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement. Such notification may also be provided by fax transmission.

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

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.

- 23. CONFLICTS OF INTEREST - CITY OFFICERS, EMPLOYEES OR BOARD MEMBERS:** The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or their designated representative prior to submittal of a response.
- 24. DISCLOSURE FORM FOR CONSULTANT/ENGINEER/ARCHITECT:** The purpose of this disclosure form is to allow the City to identify actual or potential 'financial' or 'other interests' (as defined in the form) which may adversely affect, or have the appearance of adversely affecting, the City's interest in the award of this contract. The City reserves the right to reject any proposal, terminate negotiations, or terminate any subsequent contract deemed to have an unacceptable conflict of interest.
- 25. COLLECTION OF FEES, ASSESSMENTS AND TAXES:** By acceptance of an Agreement, the Successful Contractor acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees, assessment and taxes prior to submittal due date. City will conduct annual review for any fees, assessments and taxes.
- 26. NON-DISCRIMINATION:** The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity."
- 27. CONTACT PROHIBITION:** All prospective Proposers are hereby instructed NOT to contact any member of the City of North Port Commission, City Manager, or City of North Port staff member other than the authorized City contact person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.
- 28. STATE REGISTRATION REQUIREMENTS:** Any Proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance

with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application will be required prior to award of an Agreement. Any partnership submitting a response to this solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes

- 29. ASSIGNMENT:** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the City.
- 30. AMENDMENT:** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor.
- 31. DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** Pursuant to Florida Statute § 119.071 (1)(b)(2), all submittals are exempt from public record until such time as the City provides notice of an intended decision or until 30 days after opening the replies, whichever is earlier.

FLORIDA PUBLIC RECORDS LAW. In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all 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 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 Bid number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the 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 Bid will become the property of the City of North Port and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your Bid submittal as exempt from public disclosure, Bidder agrees to defend the City of North Port (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to 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 you designation of material as exempt from public disclosure.

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

1. Keep and maintain public records required by the CITY to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this 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 Consultant 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 CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE 429-7270; EMAIL Publicrecordsrequest@cityofnorthport.com.**
6. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes 119.10.

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

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

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

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

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

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

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

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

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

C. PENALTY:

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

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

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

Consultants shall include in their responses the requested Sub-Consultant information and include all relevant information required of the Consultant. In addition, within five (5) working days after the identification of the award to the successful Consultant(s), the Consultant shall provide a list confirming the Sub-Consultant(s) that the Successful Consultant intends to utilize in the Contract, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each Sub-Consultant, the services Sub-Consultant will provide

relative to any contract that may result from this RFP, Sub-consultant's hourly rates or fees, any applicable licenses, references, ownership, and other information required of Consultant.

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

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

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

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

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

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

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

END OF PART I

PART II – SCOPE OF SERVICE

- 1.1 **Scope of Services:** The scope of work is a general guide to the work the City expects to be performed by the Consultant and is not a complete listing of all services that may be required or desired. The engineering services include designing, permitting, bidding assistance and providing construction phase services for the expansion of water and wastewater service into a portion of the Madagascar area of the City. The project will include the evaluation of the wastewater collection system technologies to determine the best overall options for the City. The project will also include sizing both water and wastewater infrastructure. The City has completed a hydraulic model of both the water distribution and wastewater collection system that the consultant can use in determining the proper sizing. This project will be the second phase of a likely multi-year project to bring water and wastewater service to unserved areas of the City. Construction Engineering and Inspection (CEI) Services should be included in the proposal as the City may utilize if needed.
- 1.2 **Project Description:** NPU owns and operates extensive water distribution and wastewater collection systems within the City. The City also has significant areas that are currently unserved by water and wastewater infrastructure. Most of these areas are platted lots that are unlikely to be developed in large parcels. Without the City extending service to these areas it is likely that all the lots would ultimately be served by well and septic. This project, and its successors, will extend service to these unserved areas of the City.
- 1.3 The intent of this RFP is to invite Engineering firms (Consultants) to provide proposals for the design, surveying services, permitting, bidding assistance and construction phase services associated with the design of the water distribution and wastewater collection system in a portion of the Madagascar area of the City. Work includes but is not limited to the following:
- Kickoff meeting
 - Data request list
 - Attendance at progress meetings with the NPU as needed
 - Evaluation of wastewater collection system technologies and recommendation to the City
 - Sizing of water and wastewater infrastructure
 - Route alignment for approval of water and wastewater infrastructure
 - Design of water mains, wastewater collection system and all associated connections
 - Development of Specifications
 - Review 30%, 60% and 90% plans and Specifications with City
 - Engineer's Estimate of Probable Construction Cost
 - Permit applications
 - Final signed and sealed Plans, permits, detailed bid form, Technical Specifications and details
 - Attend Pre-Bid meeting for construction
 - Answer any requests for additional information during the bidding process for construction
 - Construction phase services to include evaluation of submittals, RFIs, change orders, inspections, certifications, and record drawings.
 - Make a recommendation based on bids received
 - After construction, certification of construction and record drawings

- 1.4 **Project Requirements:** This work shall include the following engineering services for the design, permitting, and bidding assistance for the design of the water distribution and wastewater collection system in a portion of the Madagascar area of the City.
- a. Preparation of all required drawings, engineering studies, analysis and associated reports and permit applications, as required, for the DOH, FDEP, SWFWMD, and City of North Port Staff Development Review.
 - b. Conduct survey and subsurface utility engineering (SUE) as necessary for design of the water main and wastewater collection system, as necessary.
 - c. Conduct geotechnical investigation as necessary for design of the water main and wastewater collection system, as necessary.
 - d. Prepare Specifications and Final Design plan documents and bid forms. This is to include but not limited to 100% complete construction documents.
 - e. Prepare Engineer's opinion of probable construction cost.
 - f. Bid phase services to include attending pre-bid meeting, response to bid questions and preparation of any needed bid addendum.
 - g. Upon receiving bids conduct evaluation of bids and make recommendation to the City regarding the lowest responsive and responsible bidder unless other criteria are specified in the request for bids.
 - h. Construction phase services to include review of submittals, construction inspections, certification of construction completion and record drawings.

The selected firm shall understand that time is of the essence for this project and shall complete the project on the following schedule. Although it is anticipated the City will respond sooner, the City shall have a minimum of ten business days to review and submit comments for each submittal. Design, permitting, final plans and specifications must be completed within 180 days of the written Notice to Proceed authorization.

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

END OF PART II

PART III – EVALUATION OF PROPOSALS

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

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

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

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

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

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

0=Information/documentation provided is not adequate for evaluation

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

2=Marginal, Weak, Workable but needs clarifications

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

4=Excellent, Very good, Solid in all respects

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

<i>Evaluation Criteria</i>	<i>Value</i>	<i>Assigned Value</i>	<i>Weight 1-10</i>	<i>Score</i>
QUALIFICATIONS OF FIRM	0-5		X 2	= 10 max
KEY PERSONNEL	0-5		X 4	= 20 max
PROJECT UNDERSTANDING & APPROACH	0-5		X 3	= 15 max
PROFICIENCY IN SIMILAR PROJECTS	0-5		X 7	= 35 max
OVERALL IMPRESSION OF THE FIRM, ITS CAPABILITIES & REFERENCES	0-5		X 4	= 20 max
SUB-TOTAL				= 100 max

THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED AT THE EVALUATION MEETING:				
Litigation – have you been names as a defendant or co-defendant in a lawsuit in the past five years If so, describe circumstances and outcome, including Case Number, Case Name and Court	0 or 1		X 1	= 1 max
M W/VBE Certification A. Certified Minority Value of 3 B. Non-certified or N/A Value of 0	0 or 3		X 1	= 3 max
TOTAL POINTS				104 Max
REMARKS: Litigation has a point value of either 0 or 1. Minority, Women, and Veteran Owned Business Enterprise have a point value of either 0 or 3 – applies only to prime consultant and certificate must be submitted with proposal.				

SCORING:

1. The Committee will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
 - a) Committee member will score each Proposer 0 through 5 (5 being the highest score) on each criterion, unless the score for the criteria score is processed with a calculated formula.
 - b) The score will be multiplied by the criteria weight. The total raw score obtainable is 100 and bonus points (applicable preference points) will be added to the total points scored.
 - c) Each total raw score will be converted to an ordinal score.
2. Ordinal Scores are determined as the order of preference based on the individual member's raw scores.
 - a) The highest raw score will receive an ordinal score of one, 2nd highest raw score will receive an ordinal score of 2, and so on.
 - b) The individual ordinal score for each proposer by each committee member are added together for a total ordinal score.
3. The lowest total ordinal score will be ranked as #1, 2nd lowest ranked as #2 and so on.
4. The Committee will meet in a public meeting to discuss the responses, scoring, ranking, and all issues related to the project. The committee members have the right to either:
 - a) Adjust their scoring based on committee discussion; or
 - b) Re-rank the proposers based on committee discussion; or
 - c) Determine a ranking by the consensus of the committee.
5. The Committee will hold a 'closed' meeting (telephone discussions) with each of the proposers to further clarify the City's requirements and the Proposer's proposals prior to the public ranking meeting.

SELECTION – EVALUATIONS, RANKING AND TELEPHONE DISCUSSIONS: The Selection Committee shall evaluate and rank the proposals submitted by all responsive firms. Telephone discussions will be held with all firms submitting prior to ranking. Discussions are not open to the public Please see schedule below and ensure that a representative of your firm will be available via telephone when called by the Selection Committee. Each of the firms will be contacted via e-mail and

informed of the time that the discussions will begin. The firms may be provided with additional information regarding the project requirements along with written questions from the selection committee. The discussions will be conducted with submitting firms in alphabetical order, with an anticipated time frame not to exceed 15 minutes with each firm being called consecutively.

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

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

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

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

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

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

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

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

Timeline of Events	Event Time	Event Date
Issuance of Proposal	8:00 AM	June 26, 2019
Deadline to submit questions/clarifications	2:00 PM	July 19, 2019
Submittal Due Date	2:00 PM	July 26, 2019
Telephone Discussions/Oral Presentations (Closed to Public),	1:00 PM (CLOSED TO PUBLIC)	August 7, 2019
Evaluation and Ranking Committee Meeting (Open to Public)	10:00 AM (OPEN TO PUBLIC) CITY HALL, ROOM 302	August 8, 2019
Negotiations Team Meeting (Closed to Public)	1:00 PM (CLOSED TO PUBLIC)	August 16, 2019
Contract to Commission	Commission Meeting - Estimated date (Contract agenda due date 9/4/19)	September 24, 2019

PART IV – RULES, FORMAT AND FORMS FOR PREPARING PROPOSALS

1. RULES FOR PROPOSALS

- A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- B. Any questions regarding a project or submittal shall be ***directed to Purchasing***. There shall not be any contact between a Proposer and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Proposer. Any Proposer contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.
- C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms shall result in the Proposer's submittal being deemed "Non-Responsive."
- D. The Proposal will be typed. The Proposer's authorized agent will sign the Proposal Forms in **blue ink**, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.
- E. Proposer Registration with either the City or DemandStar is **not** required. The City utilizes www.DemandStar.com for their vendor database system: planholder list, and notification availability (ie. Addenda, Sign-In Sheets, Notice of Intent, etc.). Registration with DemandStar is **not** required to submit a Proposal. The City does **not** require the Proposer to complete a registration application with DemandStar to be recommended for the award of any Agreement. DemandStar is the City's method of notification for formal solicitations including but not limited to, addenda, sign-in, plans, tabsheets, Notice of Intent and any other related documents. Registration with DemandStar is optional, at the sole discretion of the Proposer. Proposers may register on-line at www.DemandStar.com or by requesting a faxed registration form by calling 800. 711.1712. **Note: If you are already registered with DemandStar for either the City of North Port, you do NOT need to register again.**

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. **(Maximum 1 page)**

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

TAB 2 - QUALIFICATIONS OF THE FIRM: Provide documentation that demonstrates the ability to satisfy all of the minimum qualification requirements. Indicate the firm's number of years of experience in providing the professional services as it relates specifically to the project. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority/Woman owned/Veteran Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted. **(Maximum 4 pages)**

TAB 3 – KEY PERSONNEL/QUALIFICATIONS OF THE PROJECT TEAM: List the members of the project team and include an organizational chart. Provide and identify the key designer on the project and a list of the personnel with their qualifications. A brief resume including education, experience, licenses and any other pertinent information shall be included for each team member, for each project, including subconsultants to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all the minimum qualification requirements. Submittals that do not contain such documentation may be deemed non-responsive. **Provide a statement indicating the lead designer will not be substituted without the express permission of the City. (Maximum 5 pages)**

TAB 4 - TEAM'S PREVIOUS EXPERIENCE/PROFICIENCY IN SIMILAR PROJECTS: Include a description of relevant projects used to represent your firms' experience in similar projects. Include each representative project your firm has completed in the past 10 years but do not exceed 10 examples. Include information which indicates the involvement of those key personnel that may be assigned to this project. **(Maximum 5 pages)**

TAB 5 – MANAGEMENT APPROACH/PROJECT CONTROL: The firm shall demonstrate its capabilities in managing similar completed projects, and evidence of and adherence to time and budget constraints, on projects completed within the last ten (10) years. Also provide information on your firm's current workload and how this project will fit into your workload and the techniques that are planned to assure project schedules will be met. Describe available facilities, technological capabilities and other available resources and cost saving measures you can offer for the project. **(Maximum 5 pages)**

TAB 6 – EXPERIENCES AND REFERENCES: Include at least five (5) References within the last 10 years of projects with similar scope as listed in this RFP. The Project Manager and the key design engineer(s) in the proposed project team must show relevant experience in two (2) referenced similar projects. **(Maximum 5 pages)**

Information should include:

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

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

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

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

TAB 8 – ADDITIONAL INFORMATION: Any other pertinent information the proposer chooses to provide. **(maximum 3 pages)**

TAB 9 – SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL FORMS: This checklist is provided to assist each Proposer in the preparation of their response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant.

A. FORMAT GUIDELINES

☐ **NUMBER OF PAGES:**

- **shall not exceed (32) pages (one-sided) or (16) pages (two-sided) in length.**
 - *(Title Page, Table of Contents, City Required Forms, Resumes and tabs **do not** count towards the 32-page total).*
 - **Do not use three ring binders of any kind**

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 AND COPIES PROPOSALS:**

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

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

☐ Sealed package clearly marked on the outside

RFP NO. 2020-02, PROFESSIONAL ENGINEERING SERVICES FOR NEIGHBORHOOD EXPANSION PHASE 2

**Ginny Duyn, CPPB, Senior Purchasing Administrator
City of North Port Finance Department/Purchasing Division
4970 City Hall Boulevard, Suite 337
North Port, Florida, 34286**

B. REQUIRED SUBMITTAL FORMS: INCLUDE THIS CHECKLIST

- ☐ Proposal Submittal Signature Form
- ☐ Statement of Organization Form
- ☐ References – Consultant is to contact the references and advise his/her references that the City will be sending an e-mail and reference form which needs to be completed and e-mailed back to the City in a timely fashion. This form may be used for Tab 6 above and also included with this section.
- ☐ Drug-Free Workplace (If Applicable)
- ☐ Public Entity Crime Information
- ☐ Non-Collusive Affidavit
- ☐ Lobbying Certification
- ☐ Conflict of Interest Form
- ☐ Disclosure Form (Consultant/Engineer/Architect)
- ☐ Scrutinized Companies
- ☐ State Registration Requirements (<http://www.sunbiz.org/search.html>)
Proposer shall be registered with the State of Florida to perform the professional services required for this proposal. A copy of Registration must be included with submission.
 - ☐ Copy of Registration, Attached
 - ☐ State required license for Prime Firm Only (Not sub-consultants)
- ☐ **SAMPLE INSURANCE CERTIFICATE:** Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for both Professional Liability and General Liability and the dollar amounts of the coverage.
 - ☐ YES ☐ NO Sample Insurance Certificate is included with the submittal
- ☐ **MBE/WBE/VBE:** If claiming either Minority Business Enterprise/Women Business Enterprises/Veteran Business Enterprise, the Prime Firm (not sub-consultant) **shall be** certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes.
 - ☐ YES, CLAIMING STATUS AS PRIME ONLY
 - ☐ YES, I'VE ATTACHED THE CERTIFICATE OF MBE/WBE STATUS FROM THE STATE OF FLORIDA AS OUTLINED SECTION 1.
 - ☐ NOT CLAIMING MBE/WBE /VBE

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

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

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

Name of Respondent: _____

DBA (if any): _____

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

Business Address: _____

Phone: _____ **Fax:** _____

E-Mail _____

Print Name and Title of person authorized to bind: _____

Federal Identification Number: _____

Signature: _____

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

(Please Check One)

Is this a Florida Corporation:

☐ Yes or ☐ No

If not a Florida Corporation,

In what state was it created:

Name as spelled in that State:

What kind of corporation is it:

☐ "For Profit" or ☐ "Not for Profit"

Is it in good standing:

☐ Yes or ☐ No

**Authorized to transact business
in Florida:**

☐ Yes or ☐ No

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

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: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

REFERENCES/CLIENT LISTING

(The firm shall provide a minimum of five (5) business related references for which they are currently providing or have provided within the last ten (10) years, services similar to the scope of services required by this RFP). Attach additional sheets if necessary.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

COMPANY NAME: _____

SIGNATURE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____

Type of Services Provided _____

1	Project Team Name and Title	Years of Experience	City of office the individual will work out of for this project	City individual's office is normally located	City of Individual's residence
2	Magnitude of Company Operations				
	a. Total professional services fees received within last 12 months			\$	
	b. Number of similar projects started within last 12 months:				

REQUEST FOR PROPOSAL NO. 2020-02
PROFESSIONAL ENGINEERING SERVICES FOR NEIGHBORHOOD EXPANSION PHASE 2

	c. Largest single project to date:	\$
3	Magnitude of City of North Port Projects	
	a. Number of Current or scheduled County Projects	
	b. Payments received from the City over the past 24 months (based upon executed contracts with the City)	\$
4.	Sub-Consultant(s) (if applicable)	Location
		%Of Work To Be Provided
		Services to be Provided
5	Disclosure of Interest or involvement: List below all private sector clients with whom you have an active pending contract and who have interest within the areas affected by this project. Also include any properties or interest held by your firm, or officers of your firm, within the areas affected by this project.	
	Firm:	Address:
	Phone #:	E-mail:
	Contact Name:	Start date & End Date:
	Project Name/Description:	

COMPANY NAME:_____

SIGNATURE:_____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

DRUG FREE WORKPLACE FORM

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

(Company Name)

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

Check one:

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

Offeror's Signature

Date

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

PUBLIC ENTITIY CRIME INFORMATION

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

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

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____

COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

NON-COLLUSIVE AFFIDAVIT

State of _____ }
County of _____ } SS.

Before me, the undersigned authority, personally appeared:

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

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

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

By: _____

(Printed Name)

(Title)

STATE OF _____
COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

LOBBYING CERTIFICATION

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

STATE OF _____

COUNTY OF _____

This _____ day _____ of 2019

_____, 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 _____, 2019.

By: _____

(Printed Name)

(Title)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 2019 by _____ who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of _____

Print Name: _____

Commission No: _____

THIS PAGE MUST BE SUBMITTED WITH BID

CONFLICT OF INTEREST FORM

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

PART I.

- ☐ I am an employee, public officer or advisory board member of the City
_____ (List Position Or Board)
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____
- ☐ An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- ☐ Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____
- ☐ None Of The Above

PART II:

Are you going to request an advisory board member waiver?

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

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

COMPANY: _____

SIGNATURE: _____

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

DISCLOSURE FORM
FOR
CONSULTANT/ENGINEER/ARCHITECT

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

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

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

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

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

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

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

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

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

BUSINESS NAME: _____

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): _____

SIGNATURE: _____ **DATE:** _____

Scrutinized Company Certification Form

Company Name: _____			
Authorized Representative Name and Title: _____			
Address: _____	City: _____	State: _____	ZIP: _____
Phone Number: _____		Email Address: _____	

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

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

CHOOSE ONE OF THE FOLLOWING

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

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

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

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

END OF PART IV

PART V. SAMPLE AGREEMENT

AGREEMENT NO. 2020-02 PROFESSIONAL ENGINEERING SERVICES FOR NEIGHBORHOOD EXPANSION PHASE 2

THIS AGREEMENT ("Agreement") is made and entered by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and XXXXXXXXXX, a XXXXXXXXX registered to conduct business in the State of Florida, with a local business address of XXXXX XXXXX, hereinafter referred to as "CONSULTANT."

NOW, THEREFORE, in consideration of their mutual agreements and promises hereinafter contained, the parties bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in this Agreement and the bid documents submitted in response to Request for Proposal No. 2020-02 ("RFP"), and do hereby further agree as follows:

1. CONSULTANT'S SERVICES

- A. CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Engineering Services as identified in the RFP and CONSULTANT'S proposal submitted **July 26, 2019**. The overall Scope of Services is described in **Exhibit A** with detailed tasks and associated fees provided in **Exhibit B**, both exhibits are attached hereto and incorporated as if set forth fully herein.
- B. This Agreement shall commence immediately upon the execution of this Agreement by both the CITY and CONSULTANT and upon CONSULTANT'S receipt of a written Notice to Proceed from the CITY'S Purchasing office and shall continue through the completion of the project. The estimated completion date is **XXXXX XX, 202X (Bidding and construction services completion date to be determined)**.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

- A. COMPENSATION
 1. CONSULTANT shall receive **XXXXXXXXXXXX DOLLARS AND XXX CENTS (\$XXXXXX)** 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.
 2. The parties acknowledge and agree that the obligations of CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which CITY is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CITY agrees to exercise all lawful and available authority to satisfy any financial obligations of CITY that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis the CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of CITY shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by CITY under this Section. This Agreement shall not constitute an indebtedness of CITY nor shall it constitute an obligation for which CITY is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

B. METHOD OF PAYMENT

1. The CITY shall pay CONSULTANT through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Section 218.70, *et seq*, upon receipt of CONSULTANT'S invoice and written approval of same by the CITY'S Administrative Agent indicating that services have been rendered in conformity with this Agreement. CONSULTANT shall submit an invoice for payment to the CITY for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the CITY'S Administrative Agent based on the percentage of the amount for those specific services.
3. CONSULTANT'S invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

3. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.**
- C. THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE AGREEMENT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).**
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- F. FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**

4. CONSULTANT'S INSURANCE

A. INSURANCE

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

1. Workers' Compensation and Employers' Liability Insurance: (PER CHAPTER 440, FLORIDA STATUTES): The CONSULTANT shall procure and maintain during the life of this Agreement workers' compensation insurance for all its employees to be engaged in work on the project under this Agreement and in case any such work is sublet, the CONSULTANT shall require the sub-contractor similarly to provide workers' compensation insurance for all of the latter's employees to be engaged in such work; unless such employees are covered by protection afforded by the CONSULTANT'S workers' compensation insurance. For additional information contact the Florida Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com. In case any class of employees engaged in hazardous work on the project under this Agreement is not protected under the Workers' Compensation Statute, the CONSULTANT shall provide, and shall cause each sub-contractor to provide, employers' liability insurance for the protection of such of its employees. The minimum liability limits of such insurance shall not be less than herein specified or in that amount specified by law for that type of damage claim.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. Coverage is to apply for all employees in the statutory limits in compliance with the applicable state and federal laws. The policy must include employers' liability with a limit of \$1,000,000 for each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for bodily injury or disease.

2. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The CITY prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed.
3. Comprehensive Commercial General Liability Insurance: (Occurrence Form CG 00 01): The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, a comprehensive general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability, and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. The policy must include comprehensive general liability with a limit of

\$1,000,000 for general aggregate; \$1,000,000 for each occurrence; \$1,000,000 for products and completed ops; \$100,000 for damage to rented premises; and \$100,000 for fire damage.

The policy shall be endorsed to include the following additional insured language: "City of North Port, Florida, and its commissioners, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant."

4. Business Automobile Liability: The CONSULTANT shall procure and maintain and require all sub-contractors to procure and maintain during the life of this Agreement, business automobile liability insurance including on all owned, hired, and non-owned automobiles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8), and non-owned (Code 9) autos.

Proof of such insurance shall be filed by the CONSULTANT with the CITY within ten (10) days after the execution of this Agreement. The policy must include automobile liability with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 for bodily injury (per person); \$1,000,000 for bodily injury (per accident); and \$1,000,000 for property damage (per accident).

The policy shall be endorsed to include the following additional insured language: "City of North Port, Florida, and its commissioner, officers, employees, agents, and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant."

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

C. POLICY FORM

1. All policies required by this Agreement, with the exception of Professional Liability and Workers' Compensation, or unless Risk Management through the CITY'S Purchasing Office gives specific approval, are to be written on an occurrence basis and the Comprehensive Commercial General Liability Insurance shall name the City of North Port, Florida, and its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Agreement. 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, CONSULTANT agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. Insurance requirements itemized in this Agreement, and required of CONSULTANT, shall be provided by or in behalf of all subconsultants to cover their operations performed under this Agreement. CONSULTANT shall be

held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.

3. Each insurance policy required by this Agreement shall:
 - c. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - d. 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. CONSULTANT is to notify the CITY'S Purchasing Office by written notice via certified mail, return receipt requested.
4. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. **The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between CONSULTANT and its carrier.**
6. CONSULTANT shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the CITY is an insured under the policy. CONSULTANT'S insurance is considered primary for any loss, regardless of any insurance maintained by the CITY. CONSULTANT is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
7. All certificates of insurance must be on file with and approved by the CITY before commencement of any work under this Agreement. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims made or occurrences form coverage and conditions to this 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 CONSULTANT will be allowed to commence or continue work. The Certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.
8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to CONSULTANT'S insurer(s) and the CITY'S Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. CONSULTANT 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 CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

- B. If CONSULTANT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. CONSULTANT warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for CONSULTANT), to solicit or secure this 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 CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.
- D. CONSULTANT shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time CONSULTANT'S services are rendered. CONSULTANT covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. CONSULTANT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof. The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. CONSULTANT shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
- F. CONSULTANT 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 CONSULTANT'S offices for 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. Public Records Law: In accordance with Florida Statutes, Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:
 - 1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - b. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails 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 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 Agreement term and, if CONSULTANT does not transfer the records to the CITY following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in CONSULTANT'S possession or keep and maintain public records required by the CITY to perform the service. If CONSULTANT transfers all public records to the CITY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon the completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records.
5. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@cityofnorthport.com**
6. Failure of CONSULTANT to comply with these requirements shall be a material breach of this Agreement. Further, CONSULTANT may be subject to penalties under Florida Statutes, Section 119.10.

6. OWNERSHIP AND USE OF DOCUMENTS

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

7. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the CITY. CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. CONSULTANT'S personnel assigned 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. CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution

to CONSULTANT'S key personnel must receive the CITY'S Administrative Agent's written approval before said changes or substitution can become effective.

- A. The services to be rendered by CONSULTANT shall commence within one (1) calendar week of CONSULTANT'S receipt of written Notice to Proceed from the CITY.
- B. CONSULTANT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of CONSULTANT or the CITY. Time is of the essence in the performance of this Agreement.
- C. CONSULTANT agrees to provide to the CITY'S Administrative Agent, monthly written progress reports concerning the status of the work. The CITY'S Administrative Agent may determine the format for this progress report. The CITY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by CONSULTANT.
- D. In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by CONSULTANT which delay the Project Schedule completion date, the CITY shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as **Exhibit C**, which is attached hereto and incorporated as if set forth fully herein.

8. OBLIGATIONS OF THE CITY

- A. The CITY'S Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, the CITY may authorize a specific program manager to perform the responsibilities of the CITY'S Administrative Agent. The CITY shall designate any specific program manager in the Notice to Proceed. The responsibility of the CITY'S Administrative Agent shall include:
 - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by CONSULTANT, and render in writing, decisions pertaining thereto within a reasonable time.
 - 2. Transmission of instructions, receipt of information, interpretation and definition of the CITY'S policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 - 3. Review for approval or rejection all CONSULTANT'S documents and payment requests.
- B. The CITY shall, upon request, furnish CONSULTANT with all existing data, plans, studies and other information in the CITY'S possession which may be useful in connection with the work of this Project, all of which 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 CONSULTANT.
- C. The CITY'S Administrative Agent shall conduct periodic reviews of the work of CONSULTANT necessary for the completion of CONSULTANT'S services during the period of this Agreement, and may make other CITY personnel available, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of the CITY. The CITY'S technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.

- D. The CITY shall not provide any services to CONSULTANT in connection with any claim brought on behalf of or against CONSULTANT.

9. TERMINATION

- A. **TERMINATION WITH OR WITHOUT CAUSE:** The performance of work under this Agreement may be terminated with or without cause by the City Manager or designee in whole or in part or whenever the City Manager determines that termination is in the CITY'S best interest. Any such termination shall be effected by the delivery to the CONSULTANT of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the CONSULTANT shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and sub-contracts; and settle all outstanding liabilities and claims. CONSULTANT will be paid only for such work performed and materials supplied up to the termination. Under no circumstances shall the CITY make any payment to CONSULTANT for services that have not been performed or that are performed subsequent to the termination date.
- B. Upon termination CONSULTANT shall deliver to the CITY all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by CONSULTANT in connection with its services. The CITY shall, upon receipt of the aforesaid documents, pay to CONSULTANT and CONSULTANT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Exhibit A – Scope of Services and Exhibit B – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments made to CONSULTANT in accordance with Section 2 of this Agreement and any amounts withheld by the CITY to settle claims against or to pay indebtedness of CONSULTANT in accordance with the provisions of this Agreement.
- C. **FUNDING IN SUBSEQUENT FISCAL YEARS:** It is expressly understood by the CITY and CONSULTANT that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commission, 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 CONSULTANT prior to such termination.
- D. In the event that CONSULTANT has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to CONSULTANT indicating its intention to do so. The written notice shall state the evidence indicating CONSULTANT'S abandonment.
- E. CONSULTANT shall have the right to terminate services only in the event of the CITY failing to pay CONSULTANT'S properly documented and submitted invoice within ninety (90) calendar days of the approval by the CITY'S Administrative Agent, or if the project is suspended by the CITY for a period greater than ninety (90) calendar days.
- F. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event CONSULTANT is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for CONSULTANT or an assignment is made for the benefit of creditors.
- G. In the event CONSULTANT breaches this Agreement, the CITY shall provide written notice of the breach and CONSULTANT shall have ten (10) calendar days from the date the notice is received to cure. If CONSULTANT fails to cure to the City's satisfaction within the ten (10) calendar days, the City Manager or designee shall have the

right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to CONSULTANT due to:

1. The quality of a portion or all of CONSULTANT'S work not being in accordance with the requirements of this Agreement;
 2. The quantity of CONSULTANT'S work not being as represented in CONSULTANT'S Payment Request, or otherwise;
 3. CONSULTANT'S rate of progress being such that, in the CITY'S opinion, substantial or final completion, or both, may be inexcusably delayed;
 4. CONSULTANT'S failure to use Agreement funds, previously paid CONSULTANT by the CITY, to pay CONSULTANT'S project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 5. Claims made, or likely to be made, against the CITY or its property;
 6. Loss caused by CONSULTANT; or
 7. CONSULTANT'S failure or refusal to perform any of the obligations to the CITY, after written notice and a reasonable opportunity to cure as set forth above.
- H. In the event that the CITY makes written demand upon CONSULTANT for amounts previously paid by the CITY as contemplated in the clause, CONSULTANT shall promptly comply with such demand. The CITY'S rights hereunder survive the term of this Agreement and are not waived by final payment and/or acceptance.

10. INDEPENDENT CONTRACTOR

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

11. ENTIRE AGREEMENT

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

12. AMENDMENT

No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the City Commission for the CITY and the duly authorized representative for CONSULTANT shall agree in writing to this change. For all other changes, except as provided herein, the CITY'S Administrative Agent and CONSULTANT'S representative shall agree in writing to the change.

13. ASSIGNMENT

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

14. WAIVER

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

15. GOVERNING LAW, VENUE AND SEVERABILITY

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

16. AUTHORITY

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

17. NO HIRE

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

18. NOTICES

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

CONSULTANT'S REPRESENTATIVE:

NAME

COMPANY NAME

ADDRESS

CITY, ST ZIP
TEL
FAX:
EMAIL:

THE CITY'S ADMINISTRATIVE AGENT:

Michael Acosta, P.E.
Utilities Engineering Manager
City of North Port
6644 W. Price Boulevard
North Port, FL 34291
TEL 941.240.8013
FAX 941.240.8022
EMAIL: macosta@cityofnorthport.com

WITH COPIES OF NOTICES TO:

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

19. PARAGRAPH HEADINGS

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

20. ATTORNEYS' FEES

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

21. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2020-02 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

22. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, the CONSULTANT shall certify on a form provide by the CITY, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, the CONSULTANT shall certify on a form provided by the CITY, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and

2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and
 3. It is not engaged in business operations in Cuba or Syria.
- C. If the CONSULTANT provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the CONSULTANT will be in breach of this Agreement and the CITY may terminate the Agreement.
- D. PENALTY:
1. A CONSULTANT that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 2. Shall be ineligible to bid on any contract with the CITY for three (3) years after the date the CITY determined that the CONSULTANT submitted a false certification.

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

ATTEST:

CITY OF NORTH PORT, FLORIDA

By: _____
Kathryn Wong, City Clerk

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

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Amber L. Slayton, City Attorney

CONSULTANT
XXXXXXXXXXXX

By: _____
Name: XXXXXXX
Title: XXXXXXX

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2019, by _____, who is personally known to me or who produced _____ as identification.

Notary Public



Existing Water Mains

Existing Gravity

Madagascar223

Existing Lift Stations

Existing Force Mains

OccupiedParcels

City Owned Parcels

Manholes

City Owned Parcels0

Improved Parcels88

Total Parcels223

N

W

E

S