



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD, STE 337
NORTH PORT, FLORIDA 34287
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@cityofnorthport.com



NOVEMBER 17, 2023

ADDENDUM 3

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-07 PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE TRANSFER STATION DESIGN

SUBMITTAL DUE DATE: NOVEMBER 27, 2023, NO LATER THAN 2 PM, 4970 CITY HALL BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286

****ALL SUBMITTALS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 337A****

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

QUESTIONS/ANSWERS:

1Q: Would the City like the resumes in SF330 Format for the proposal?

1A: Provide resumes of Key Personnel demonstrating the minimum and preferred qualifications. This RFP is not using the SF330 forms.

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.

Keith Raney, CPPO, CCPB, NIGP-CPP
Contract Administrator II
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7172
Fax: 941.429.7173
E-mail: askipper@cnorthportfl.gov

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



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NOVEMBER 9, 2023

ADDENDUM 2

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-07 PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE TRANSFER STATION DESIGN

SUBMITTAL DUE DATE: NOVEMBER 27, 2023, NO LATER THAN 2 PM, 4970 CITY HALL BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286

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QUESTIONS/ANSWERS:

1Q: Would the City entertain a one week extension?

1A: There will be no time extension at this time.

2Q: Is the City able to provide the location and address of the property?

2A: Area of North Yorkshire in North Port.

3Q: Should the entire RFP response be typed in blue ink or only the required forms?

3A: Rules For Proposals:

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

If the proposal is typed the proposal doesn't have to be in blue ink. **The signatures have to be in blue ink.**

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.

Keith Raney, CPPO, CCPB, NIGP-CPP
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Receipt of Addendum No. 2 shall be noted within the Bid Form in the appropriate section.
End of Addendum No.2



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NOVEMBER 2, 2023

ADDENDUM 1

TO: PROSPECTIVE PROPOSERS

RE: RFP NO. 2024-07 PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE TRANSFER STATION DESIGN

SUBMITTAL DUE DATE: **NOVEMBER 27, 2023, NO LATER THAN 2 PM, 4970 CITY HALL BOULEVARD, ROOM 337, NORTH PORT, FLORIDA 34286**

****ALL SUBMITTALS ARE DATE AND TIME STAMPED IN THE FINANCE DEPARTMENT, SUITE 337 FIRST AND THEN ARE OPENED IN SUITE 337A****

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QUESTIONS/ANSWERS:

1Q: Has the City completed a cost benefit study or a feasibility study for the proposed transfer station?

1A: Yes, Department of Public Works-Solid Waste District prepared a presentation City of North Port Commissioner in 2021. The intent and the path that Solid Waste is currently approaching in this solicitation has changed since the presentation.

2Q: Does the appropriated budget include an existing conditions survey, an ecological survey, and a hydrological and geotechnical investigation?

2A: The selected engineering firm is expected to bring on subconsultants as necessary to perform these duties.

3Q: Does the appropriated budget include permitting support for an FDEP waste processing facility permit application?

3A: The budget does include any required permitting. The chosen firm and CMaR contractor are to assist in applying for these permits as appropriate.

4Q: Does the appropriated budget include permitting support for stormwater management for an ERP application (through FDEP or SWFWMD)?

4A: The budget does include any required permitting.

5Q: Who is the City's Construction Manager at Risk (CMAR)?

5A: CMAR Solicitation should be issued later this week.

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

Alla V. Skipper, CPPB
Senior Contract Administrator
Finance Department/Purchasing Division
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941.429.7172
Fax: 941.429.7173
E-mail: askipper@cnorthportfl.gov

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

City of North Port



**PROFESSIONAL ENGINEERING SERVICES FOR
SOLID WASTE TRANSFER STATION DESIGN**

Request for Proposal No. 2024-07

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. 2024-07

PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE TRANSFER STATION DESIGN

It is the intent of the City of North Port to request proposals from experienced and qualified professionals for the design of a solid waste transfer station. Services will include design and assistance in pre-construction and construction.

SUBMITTAL DUE DATE: NOVEMBER 27, 2023, NO LATER THAN 2 PM

The City strongly encourages the use of Delivery Services and/or couriers (tracking availability) to deliver your sealed solicitations to: Finance Department/Purchasing Division, City of North Port, 4970 City Hall Boulevard, 3rd Floor, Suite 337, North Port, FL 34286. *Proposals received after this date and time will not be opened.*

EVALUATION AND RANKING MEETING: DECEMBER 11, 2023, AT 2 PM.

This public meeting will be held at City Hall, 4970 City Hall Boulevard, 3rd Floor, Conference Room 337A, North Port, FL 34286.

Information regarding this project may be viewed and downloaded from DemandStar website at www.demandstar.com or through the link provided on the city web site at www.northportfl.gov. Proposal documents are also posted on the City FTP site at <https://rb.gy/evqqv> (*select the Purchasing Folder and scroll to Project RFP 2024-07*). However, addendums will only be posted on www.demandstar.com. If you have any questions, concerns, or problems accessing the proposal package using the link, please contact Alla V. Skipper, CPPB, Senior Contract Administrator at 941.429.7172. Requests for additional information or clarification must be submitted in writing to purchasing@northportfl.gov. 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 **November 27, 2023, at 2 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: October 26, 2023

Herald Tribune

www.northportfl.gov

www.demandstar.com

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STATEMENT OF NON-SUBMITTAL

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

We the undersigned have declined to submit a proposal on the requested service for: **RFP No. 2024-07: SOLID WASTE TRANSFER STATION DESIGN** 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: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____

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

PART I

GENERAL INSTRUCTIONS

1. PURPOSE

RFP Intent:

The City of North Port (City) seeks to retain an experienced and qualified professional architecture and engineering (A&E) firm for assistance in the design of a solid waste transfer station to be utilized by the Public Works Department.

The proposed project may include but is not limited to construction of a new building, with administrative office, a storage room, entry and exit drives, parking spaces and pavement, future wash down facility, surface water management facilities and all associated infrastructure. The City is considering multiple methods for the design and technology to include compactor and conveyor/automation systems for the transfer of material, generator power for building facilities, alternate power sources to make for a self-sustaining facility, and a separate drop-off area for yard waste collection and residential bulk materials that may include a separate residential entrance and exit. However, the City seeks the experience of the selected A&E firm in helping to define potential options that will best meet the City's overall goals and objectives. The project is anticipated to be located on City property which is currently in the final phases of acquisition and appropriation.

The selected A&E firm, working with the City's Construction Manager at Risk (CMAR), may be called upon to assist with City Commission presentations of potential design and construction options.

Background:

The Solid Waste collection program for the City is managed by the Public Works Department. The Solid Waste Division services approximately 38,500 residences (single family, duplexes, and triplexes). Commercial waste is collected from approximately 660 commercial customers (container, cart, and roll off services). Currently the City delivers municipal solid waste (MSW) to the Central County Solid Waste Disposal Complex (CCSWCD) managed by Sarasota County and recyclables are delivered to a City owned and operated transfer station for consolidation and hauling to the Single Stream Recyclers (SSR) Material Recovery Facility (MRF) in Sarasota, Florida. To improve efficiency, reduce long-term costs, and address projected MSW tonnages, the City seeks to construct and operate a MSW transfer station.

Basic design parameters:

- Current MSW tonnage = approximately 220 tons per day (TPD) or 60,000 tons per year
- City seeks 20-year design capacity

CONTRACT BUDGET/AWARD/TERM: The City anticipates entering into one (1) contract with the A&E firm who submits the proposal judged to be most advantageous to the City. The Proposer understands that this Request For Proposal (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.

The City anticipates the term for Phase I: Design and Pre-construction Services to be completed within one (1) year of the contract award. Upon successful completion of Phase I, the City at their sole option may consider entering into a contract amendment with selected A&E firm for Phase II.

The City has appropriated a budget of \$350,000 for Phase I Design and Pre-construction services.

PROPOSAL RESPONSE COSTS: The City shall not be liable for any expense incurred in connection with the preparation of a response to this RFP. Proposers should prepare a straightforward and concise description of the

Proposer's ability to meet the requirements of the RFP.

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

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, Principle, etc.) shall be submitted to the City in writing. Acceptance of the change shall be the sole discretion of the City. In the event the City does not approve the amended project team, the City has the option to terminate the contract. The City will reimburse the awarded Proposer 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.

3. INQUIRIES: The City will not respond to oral inquiries. Proposers may submit written inquiries via e-mail regarding this RFP to purchasing@northportfl.gov. The last day for questions is **NOVEMBER 17, 2027, at 2 PM.**

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 the DemandStar 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.

4. PRE-PROPOSAL MEETING: There is no pre-proposal meeting for this project.

5. PROPOSAL SUBMISSION AND WITHDRAWAL: The City will receive SEALED proposals with the following information *clearly marked on the outside packaging (FedEx, UPS, USPS, etc.): "RFP NO. 2024-07 PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE TRANSFER STATION DESIGN – REQUEST FOR PROPOSAL"* at the address below:

City of North Port
Finance Department/Purchasing Division
Alla V. Skipper, CPPB, Senior Contract Administrator
4970 City Hall Boulevard, 3rd Floor, 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 (30) days or a Notice of Intent to Award is issued whichever comes sooner per Chapter 119, as amended, of the Florida Statutes.

6. 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 Proposers 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.

7. PROPOSAL RESTRICTIONS: To control the cost of preparation, submittals will be restricted to the requirements as described in Part IV - "Rules and Instructions" for Preparing Proposals contained within this RFP.

8. EXAMINATION OF PROPOSAL DOCUMENTS/SITE: Prior to proposal submission, Proposers shall carefully examine all provisions of this document, and all other related documents, including all modifications thereof, incorporated in the proposal package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) days prior to Proposal due date (or shall be verbally addressed at the pre-proposal conference, if applicable).

It shall be the responsibility of the proposer, prior to submitting their response, to either visit www.demandstar.com to view the solicitation and download all issued addenda or contact the City of North Port Purchasing Division to determine if addenda were issued.

Examination of Sites: Prior to submitting a proposal, each proposer shall attend the mandatory pre-proposal & site meeting, if required, and 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 himself with such conditions will in no way relieve the successful proposer from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications. (There is no pre-proposal meeting).

9. 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.

10. 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 a 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".

11. 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."

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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 grounds of race, color or national origin in consideration for an award.

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

19. 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.

20. INSURANCE REQUIREMENTS

- A. **PROVISIONS:** 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.

Workers Compensation: Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include proof of current Worker's Compensation coverage or Worker's Compensation exemption (notarized affidavit).

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. City of North Port is to be named additionally insured.

Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles. Proof of Commercial Auto Liability Insurance.

Professional Liability Insurance: Professional liability or malpractice or errors and/or omissions insurance shall be purchased and maintained with a minimum of \$1,000,000 per occurrence for this project with a \$2,000,000 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.

General requirements: The City of North Port is to be named additional insured on the Comprehensive Commercial General Liability. 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:** 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.

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.

Each insurance policy required by this Contract shall:

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

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

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

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.

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.

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.

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.

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.

21. INDEMNITY

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.

A. 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 MUST 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).

B. 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.

C. 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.

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.

22. 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.

23. 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.

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

24. 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."

25. 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.

26. 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.

27. 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.

28. AMENDMENT: This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. The City Commission shall approve all increases in compensation under the Agreement.

29. PUBLIC RECORDS LAW: In accordance with Florida Statutes Section 119.0701, the Contractor must comply with all public records laws, and must 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. The Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during the term and in furtherance of this Contract.
- (2) Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (3) Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and if the Contractor does not transfer the records to the City following completion of the Contract, the Contractor must maintain the project records for the time 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 the 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 must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor must comply with all applicable requirements for retaining public records.
- (5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK, 4970 CITY HALL**

**BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE
941.429.7270, publicrecordsrequest@northportfl.gov.**

- (6) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

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

30. 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.

31. 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.

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

33. SCRUTINIZED COMPANIES

- 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.

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

35. 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.

36. 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.

37. USE OF INFORMATION FROM OTHER SOURCES: The City of North Port reserves the right to consider historic information and facts, 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.

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

39. DISQUALIFICATION: The City reserves the right to disqualify responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the 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.

40. RESPONSES / PROPOSAL RECEIPT: Sealed Responses will be accepted in accordance with the schedule detailed on the cover of this RFP. After that date and time, Responses will not be accepted. The 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.

41. E- VERIFY: The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with City of North Port. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If City of North Port terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by City of North Port as a result of the termination of the contract.

42. FORCE MAJEURE: Should performance of any obligation created under this Contract become illegal or impossible by reason of:

- (1) A strike or work stoppage, unless caused by a negligent act or omission of either party;
- (2) An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
- (3) An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
- (4) A declared emergency of the federal, state, or local government; or
- (5) Any other like event that is beyond the reasonable control of the non-performing party;

then the performance of the obligation is suspended during the period of, and only to the extent of, the prevention or hindrance, provided that:

- (6) The non-performing party provides written notice within five (5) calendar days of the event of **force majeure**, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Contract;
 - (7) The excuse of performance is no greater in scope or duration than required by the event of **force majeure**;
 - (1) No obligations of either party that arose before the **force majeure** are excused as a result of the event of **force majeure**; and
 - (2) The non-performing party uses all reasonable diligence to remedy its inability to perform.
- A. Economic hardship of a party does not constitute an event of **force majeure**. A party must not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- B. The non-performing party's affected obligations under this Contract will be temporarily suspended during, but not longer than, the continuance of the event of **force majeure** and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance will not be excused under this Section for a period exceeding two (2) consecutive months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- C. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

43. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Contractors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the city will not request documentation of or consider a contractor's social, political, or ideological interests when determining if the contractor is a responsible contractor. Contractors are further notified that the city's governing body may not give preference to a contractor based on the contractor's social, political, or ideological interests.

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

END OF PART I

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PART II

SCOPE OF SERVICE

OVERVIEW: This scope of services is a general guide to the work the City expects to be performed by the awarded Proposer/Respondent (herein referred to as Contractor) and may not be a complete listing of all services that may be required or desired.

The City seeks to retain an experienced and qualified professional architecture and engineering (A&E) Contractor to prepare Design Development Documents for a solid waste transfer station to be utilized by the City of North Port Public Works Department. Services will include Phase I: Design and Pre-construction.

PROJECT DESCRIPTION: This project includes leading the City's design team and creating the Design Development Documents for the construction of a new Solid Waste Transfer Facility anticipated to be owned and operated by the City. This will include a new building with administrative offices, a storage room, entry and exit drives, parking spaces and pavement, washdown facility, surface water management facilities and all associated infrastructure. The City is considering multiple methods for the design and technology to include compactor and conveyor/automation systems for the transfer of material, generator power for building facilities, alternate power sources for a self-sustaining facility, and a separate drop-off area for yard waste collection and residential bulk materials that may include a separate residential entrance and exit. However, the City seeks the experience of the selected Contractor in helping to define potential options that will best meet the City's overall goals and objectives. To best meet City's anticipated timeline, this project has been divided into two Phases:

- Phase I Design and Pre-construction: Requires selected A&E Contractor to work in coordination with City staff to define design objectives and produce technical specifications or Design Development Documents (site and floor plans/drawings, geotechnical specifications, maps, and other relevant documentation) needed for the construction of the facility. It is anticipated Design Development Documents will fix and describe the size and character of the entire project as to architectural, landscape architectural, civil engineering, structural, mechanical, environmental, interior designs, and electrical systems, and such other elements as may be appropriate. The selected A&E Contractor may be called upon to assist the City's Construction Manager at Risk (CM) with City Commission presentations of potential design and construction options.
- Phase II Construction (City's Option): Upon successful completion of Phase I, the City may elect to enter Phase II with the awarded A&E Contractor. Phase II will provide for an award of a negotiated GMP and construction phase services of resulting plan specifications developed during Phase I.

PROJECT BUDGET: The City has appropriated \$350,000 for Phase I services. The Phase II budget has been identified in the City's Capital Improvement Plan (CIP) and will be updated and adopted based on resulting projected construction costs from Phase I design documents.

SCOPE OF SERVICES: It is anticipated that project work shall include the following tasks:

Note: Throughout all tasks, A&E Consultant shall provide project administration and management activities such as staffing, subconsultant coordination, budget management, schedule management and coordination with City Project Manager and/or CMAR, as well as maintain the quality of work products defined within this scope as consistent with all applicable local, state and federal standards and City Project Manager's expectations.

Phase I: Design and Pre-construction A&E Contractor Services:

Task 1 – Data Acquisition and Final Design

- It is anticipated the first work activity will be obtaining all relevant plans, specifications, records, maps, concerning the City's current solid waste facilities and planned facilities. This data and documents shall be evaluated with a specific emphasis on alternative options the City may consider for the design and scale of technology for the transfer station.
- Survey services shall be conducted by A&E Contractor or designated sub-contractor once the final site is designated for facility development.
- A&E Contractor shall provide for a geotechnical investigation suitable for use in the foundation design of the building. Such services shall be conducted by A&E Contractor or a designated sub-contractor as identified in Proposal.
- Site and floor plan layouts shall be developed based on discussions with the City project team and shall serve as the basis for final Design Development Documents for construction in Phase II. It is anticipated that detailed design will include the structural, mechanical, plumbing, electrical and civil site engineering to provide the City with a complete set of construction documents including drawings and specifications from which to bid and construct the facility. These Design Development Documents shall be submitted to the City for review and comment at the 30%, 60% and 90% completion intervals to allow the City sufficient opportunity to provide input on the facility design. Design Development Documents shall be revised accordingly based on comments and suggestions from the City. After the 90% review, 100% complete Design Development Documents will be prepared and utilized for permitting, bidding and final construction. For each submittal two sets of hard copy documents and one electronic version will be provided to the City for review.

Task 2 – Permit Assistance

A&E Contractor shall submit all building permit applications and secure associated permits.

Task 3 – Bid Services (if applicable)

- It is the City's intent to award to an A&E Contractor with a project team that may also provide construction administration services in Phase II. The A&E Contractor will prepare technical specifications, with the 100% submittal.
- A&E Contractor will attend a pre-bid meeting, respond to technical related questions during bidding for incorporation into addenda, as well as assist in the evaluation of submittals at bid opening.
- Submit a signed and sealed conforming set of plans and specifications after the conclusion of the bid period.

Phase II: Construction Administration

A. Construction Phase:

- i. Attend the pre-construction conference and work in tandem with the Construction Manager at Risk, as appropriate.
- ii. Provide contract administration; monitor and record the construction progress; review and approve as-builts and maintenance and warranty manuals from all subcontractors; and keep a log of all site visits and observations.

- iii. Develop and implement procedures to monitor, record, review and approve all submittals, shop drawings, change orders, pay requests, and field orders for budget and schedule impact, and compliance with the contract documents
- iv. Provide inspection of all work, materials, and tests, including substantial completion and occupancy inspections.
- v. Ensure that the trade contractors are keeping as-builts up to date.
- vi. Make recommendations for correction of nonconforming or substandard work, if any.
- vii. Coordinate ordering and delivery of owner-supplied equipment.
- viii. Coordinate the testing, inspections and approval of project, delivery of instructions for operating all building systems, including training of maintenance staff for owner.
- ix. Attend all project related meetings, prepare and distribute minutes.

B. Minimum One-Year Warranty:

- i. Assist owner in completion of warranty work during the warranty period.
- ii. Assist owner in the warranty inspections and completion of required work generated by the inspections
- iii. Assist in the transfer of the project to the City including delivery of as-builts, warranties, guarantees, and operating instructions.

Note: A qualifications-based selection process will be used to determine the award of the RFP. The City favors an A&E Consultant with design and construction experience of municipal solid waste transfer facilities.

Minimum Qualifications: Qualified proposers shall have successfully completed a minimum of three similar design projects for municipal owned solid waste transfer facilities within the last seven (7) years. The City will favor firms performing services in the State of Florida, as well as firms experienced with managing the design of public sector projects.

As further described in Part III, the A&E Contractor shall present a comprehensive and integrated picture of the project team's capabilities, meeting all project objectives and completing a successful project. The proposal shall address, but not be limited to, the Contractor's experience, management plans, project organization, and budget and schedule performance, methodologies, strategies, and action plans rather than general description. Wherever possible, specific examples of past work shall be used to illustrate skills and capabilities in similar transfer station design/build projects.

END OF PART II

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PART III

EVALUATION METHOD AND CRITERIA OF PROPOSALS

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 requests 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, 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 (MUST USE WHOLE NUMBERS, Ex: not 1.5, 3.5)**

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

EVALUATION CRITERIA	VALUE	ASSIGNED	WEIGHT	SCORE
VALUE	1-10			
1. Qualification of Firm	(0-5)	-----	x 2	=10 max
2. Key Personnel	(0-5)	-----	x 7	=35 max
3. Project Understanding and Approach	(0-5)	-----	x 5	=15 max
4. Proficiency in Similar Projects	(0-5)	-----	x 5	=35 Max
5. Overall Impression of the Firm: Capabilities & References	(0-5)	-----	x 1	=5 max

THE FOLLOWING CRITERIA WILL BE VERIFIED BY PURCHASING AND PROVIDED TO THE TEAM:

6. MBE /WBE/VBE Certification	(0 or 3)	-----	X1	=3 max
Certified Minority	Value of 3			
Non-certified or N/A	Value of 0			

Minority, Women and Veteran Owned Business Ent have a point value either 0 or 3. Total score =103 max

SCORING:

1. The Selection Committee (Committee) will score their evaluations independently through raw scores and the raw scores will be converted to ordinal score.
 - a. Each 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 is 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 (via Microsoft Teams/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 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. 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 **20 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 to respond to the questions and/or for 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 Committee will be the firm recommended for contract negotiations. In accordance with §287.055, Purchasing on behalf of the 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 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 City Commissioner meeting and

request the City Commission 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 maximum 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.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

PROPOSED SCHEDULE

The anticipated time schedule as related to this solicitation is as follows:

EVENT SCHEDULE

DATE/TIME (EST)

- | | |
|---|----------------------------|
| 1. ISSUANCE OF PROPOSAL | OCTOBER 26, 2023 |
| 2. DEADLINE TO SUBMIT QUESTIONS/INQUIRIES | NOVEMBER 17, 2023, AT 2 PM |
| 3. SUBMITTAL DUE DATE | NOVEMBER 27, 2023, AT 2 PM |
| 4. TELEPHONE DISCUSSIONS (CLOSED TO PUBLIC)
<i>MTG WILL BE HELD VIA MICROSOFT TEAMS FURTHER
INSTRUCTIONS WILL BE PROVIDED.</i> | DECEMBER 11, 2023, AT 8 AM |
| 5. EVALUATION AND RANKING COMMITTEE MEETING
(OPEN TO PUBLIC)
<i>CITY HALL, ROOM 337</i> | DECEMBER 11, 2023, AT 2 PM |
| 6. NEGOTIATIONS TEAM MEETING OR PRESENTATIONS
IF REQUIRED.
(CLOSED TO PUBLIC) | TBD |
| 7. CONTRACT TO COMMISSION | TBD (2024) |

END OF PART III

PART IV

RULES, INSTRUCTIONS AND FORMS FOR PREPARING PROPOSALS, CHECKLIST & REQUIRED SUBMITTAL FORMS

RULES FOR PROPOSALS

- A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- B. Any questions regarding a project or submittal shall be **directed to Purchasing**. There shall not be any contact between a Proposer and any member of the selection committee or negotiating committee or any member of the City Commission regarding the project or proposal submitted by any Proposer. Any Proposer contacting any committee member or member of the City Commission regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.
- C. The Proposal Forms shall be used when submitting a Proposal. Use of any other forms shall result in the Proposer's submittal being deemed "Non-Responsive."
- D. The Proposal will either be typed or completed legibly (handwritten) in blue ink. The Proposer's authorized agent will sign the Proposal Forms in blue ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Proposal.
- E. Proposer Registration with 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 the City of North Port, you do NOT need to register again.**

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 <https://www.cityofnorthport.com/filesshare> (**select the Purchasing Folder and scroll to Project26 RFP 2022-36**); however, addendums are only posted on www.demandstar.com.

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 single-sided page)**

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

TAB 2 – DOCUMENTS

Licenses and Certifications – Provide copies of required licenses and certifications

Resumes – Provide resumes of Key Personnel demonstrating the minimum and preferred qualifications.

Project Approach – Provide a detailed Project Approach, including, but not limited to:

- Project management techniques, controls, program and technologies to be employed to meet project schedule and budget requirements.
- Assignment of personnel to provide the most efficient service.
- Where elements of the work will be performed, and who in the organizational chart will oversee performance of the work to provide the most efficient services.
- Detailed information explaining how location of the firm, key personnel and sub-contractors will affect the project, including how impact of any physical distance will be mitigated through the use of technology, processes or other means.
- Organizational chart delineating personnel assigned to the project (including sub-contractors, if applicable.)
- Organizational chart showing the corporate management structure of the Proposer.

Schedule / Timeline – Provide a graphical representation of the proposed schedule / timeline indicating major milestones and deliverables.

Additional Information: Any other pertinent information the proposer chooses to provide.

TAB 3 – TEAM'S PREVIOUS EXPERIENCE / PROFICIENCY IN SIMILAR PROJECTS: Include a page for EACH project used to represent your firms' experience in similar projects. Include each representative project your firm has completed in the past 10 years but do not exceed 5 examples. Include information which indicates the involvement of those key personnel that may be assigned to this project.

Example Projects – Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one page for each of the five (5) required projects. Include the following information for each project:

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

Title and Location. Title and location of project

Year Completed. Enter the year construction completed. If any of the construction projects are not complete, indicate the status in Brief Description of Project.

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

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

Point of Contract Telephone Number. Self-explanatory.

Brief Description of Project and Relevance to This Project. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this project.

TAB 4 – REFERENCES: Include at least two (2) References and no more than five (5) References within the last 10 years of projects with similar scope as listed in this RFP. The Project Manager and the key project members in the proposed project team must show relevant experience in five (5) referenced similar projects.

Information should include:

- Client Name, address, contact person, title, telephone and FAX numbers and E-mail addresses.
- Description of work.
- Involvement in project.
- Year the project was completed.
- Total cost of the project (include separate design cost and separate construction cost).

TAB 5– LITIGATION AND INSURANCE: Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. The proposer shall provide details on the scale and amount of liability insurance held.

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REQUIREMENTS CHECKLIST AND METHOD OF SUBMITTAL

TAB 6 CITY REQUIRED FORMS – This checklist is provided to assist each Proposer in the preparation of their response. Included in this checklist are important requirements, which are the responsibility of each Proposer to submit in order to make their response fully compliant. It is the responsibility of each Proposer to read and comply with the solicitation in its entirety.

REQUIRED SUBMITTAL FORMS: Provide fully executed forms.

___ **ATTACHMENT 1:** Proposal Submittal Signature Form

___ **ATTACHMENT 2:** Statement of Organization

___ **ATTACHMENT 3:** 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 manner.

___ **ATTACHMENT 4:** Drug-Free Workplace

___ **ATTACHMENT 5 :** Public Entity Crime Information

___ **ATTACHMENT 6:** Non-Collusive Affidavit

___ **ATTACHMENT 7:** Lobbying Certification

___ **ATTACHMENT 8:** Conflict of Interest Form

___ **ATTACHMENT 9:** Disclosure Form (Consultant/Engineer/Architect)

___ **ATTACHMENT 10:** Scrutinized Company Certificate

___ **ATTACHMENT 11:** E-Verify System

___ **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.

___ **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 STATE OF FLORIDA AS OUTLINED SECTION 1.

___ **NOT CLAIMING MBE/WBE /VBE**

PLEASE INITIAL AND RETURN WITH YOUR PROPOSAL. _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED

METHOD OF SUBMITTAL:

- 1. NUMBER OF SUBMITTAL PACKAGES:** One (1) original hard-copy **UNBOUND form** (clearly marked **“ORIGINAL”** on the front page), plus five (5) **NUMBER OF COPIES BOUND** (clearly marked **“COPY”**), and one (1) **USB FLASH DRIVE:** electronic version as a Portable Document Format (PDF) **on a USB Drive** containing the entire submittal. **CDs will not be accepted.**

- 2. NUMBER OF PAGES:** In order to control cost preparation, submittals should be limited to a maximum **(50) pages (one-sided)** in length. **(Excluding, the title page, cover letter, City Required Forms, resumes and tabs do not count towards the TOTAL NUMBER OF PAGES.)**
 - Hard copy proposals should be bound to allow flat stacking for easy storage.

 - Do not use three ring binders of any kind. Sections should be compiled in the sequence listed above.

- 3. PROPOSAL SUBMISSION:** The City will receive proposals at the following address:

City of North Port
Finance Department - Purchasing Division
Alla V. Skipper, CPPB, Senior Contract Administrator
4970 City Hall, 3 RD Floor, Suite 337
North Port, Florida 34286
RFP NO. 2024-07 Professional Engineering Services for Solid Waste Transfer Station

Note: Submissions received after the time and date stated on the Notice of Availability will not be accepted.

ATTACHMENT 1 - 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** _____

ATTACHMENT 2 - 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.): _____

Corporate Address: _____

Phone: _____ **Fax:** _____

E-Mail _____

Federal Identification Number: _____

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

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: _____

Name of Corporation (As used in Florida): _____

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

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**

Does it use a registered fictitious name: ___ **Yes** or ___ **No**
(If yes, provide _____)

Names of Officers:

President: _____

Secretary: _____

Vice President: _____

Treasurer: _____

Director: _____

Director: _____

Other: _____

Other: _____

Print Name and Title of person authorized to bind: _____

ATTACHMENT 3 – REFERENCES/CLIENT LISTING

Include at least two (2) References and no more than 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.

1. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

2. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

3. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

4. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

5. Business/Customer Name: _____

Name of Contact Person/Title: _____

Telephone# _____ Fax _____ E-mail _____

Address _____

Phone Number _____

Duration of Contract or business relationship _____ Project completion date: _____

Type of Services Provided _____

Cost of Project: Design _____ Construction: _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

ATTACHMENT 4

DRUG FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statutes Section 287.087, hereby certifies that the Contractor,
_____ (Company Name):

1. Publishes 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. Informs 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. Gives 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), notifies 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. Imposes 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. Makes 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.

Signature

Printed Name

Title

Date

ATTACHMENT 5

PUBLIC ENTITIIY 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 Contractor,
have read and understand the contents above.

I certify that the Contractor is not disqualified from replying to this solicitation/contracting because of Florida Statutes Section 287.133.

Telephone #: _____ Fax #: _____

Federal ID #: _____ Email: _____

Signature of Contractor's Authorized Representative

Name and Title of Contractor's Authorized Representative

Date

STATE OF _____

CITY OF _____

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or _____ online notarization, this
_____ day of _____ 202____, by _____.

Notary Public – State of _____

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Date: _____

Signed (Person authorized to bind the company): _____

Name (printed): _____ **Title:** _____

ATTACHMENT 6

NON-COLLUSIVE AFFIDAVIT

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

1. Affiant is the _____ **[insert Owner, Partner, Officer, Representative or Agent]** of _____, **[insert name of Contractor]** the Respondent that has submitted the attached reply;
2. Affiant 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 on _____, 20_____.

Signature

Printed Name

Title

SWORN ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or ____ online notarization, this ____ day of _____ 202____, by _____.

ATTACHMENT 7

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal 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 an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative

Name

Title

Date

ATTACHMENT 8

CONFLICT OF INTEREST FORM

Florida Statutes Section 112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City of North Port, Florida ("City") either directly or indirectly.

PART I. [Select and complete all that apply]:

_____ I am an employee, public officer, or advisory board member of the City.

Identify the position and/or board: _____

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

Identify the name of the spouse or child: _____

_____ I am an employee, public officer or advisory board member of the City, or my spouse or child, is an officer, partner, director, or proprietor of Respondent/Contractor or has a material interest in Contractor. "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 Florida Statutes Section 112.313, indirect ownership does not include ownership by a spouse or minor child.

Identify the name of the person and the entity _____

_____ Bidder/Contractor employs or contracts with an employee, public officer, or advisory board member of the City.

Identify the name of the employee, public officer, or advisory board member _____

_____ None of the Above

PART II: Will you 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 will review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Contractor whose conflicts are not waived or exempt.

Signature of Person Authorized to Bind the Contractor

Printed Name

Title

Date

ATTACHMENT 9

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.

Signature of Person Authorized to Bind the Contractor

Printed Name

Title

Date

ATTACHMENT 10

SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor 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 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:

Signature of Contractor's Authorized Representative

Name

Title

Date

ATTACHMENT 11

VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

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

VENDOR: _____ (Vendor's Company Name)

Certified By: _____
AUTHORIZED REPRESENTATIVE SIGNATURE

Print Name and Title: _____

Date Certified: _____

END OF PART IV

PART V. SAMPLE AGREEMENT

AGREEMENT NO. 2024-07
PROFESSIONAL ENGINEERING SERVICES FOR SOLID WASTE TRANSFER STATION DESIGN

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties 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 Request for Proposal No. 2024-07 and CONSULTANT'S proposal submitted _____. The overall Scope of Services is described in **Attachment A**.
- 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 and shall continue through the completion of the project. The expected completion date is _____, 202____.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

C. COMPENSATION

- 1. CONSULTANT shall receive payments in accordance with the fees set forth in the Fee Schedule (Attachment B) and approved Work Assignment(s) (Attachment C) as compensation for its services. The scope of services, schedule, and maximum compensation for each work assignment shall be determined individually as the need for a project assignment arises. Work Assignments issued under this Agreement shall not exceed thresholds set forth in Florida Statute §287.055(g). Work Assignments shall require approval of the City Manager or his designee. Said 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 but not those indicated as non-reimbursable below. The Scope of Services, Fee Schedule, and Work Assignment Form (Attachments A, B, and C respectively) are attached hereto and incorporated within.
- 2. No claim for reimbursement for these expenses shall be made to the City.
 - a. Travel related expenses and costs including labor.
 - b. Four (4) sets of signed and sealed permitting plans.
 - c. Computer usage, telephone expenses, fax, copies, printing, and postage.
 - d. Subcontractor mark-up.
- 3. The City's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

D. METHOD OF PAYMENT

1. The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
3. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.
4. 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.
5. 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.**
- D. **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).**
- E. **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. 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: Proof of Current Worker's Compensation coverage.
2. Comprehensive Commercial General Liability Insurance: Aggregate must apply separately to this Agreement. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
3. Automobile Insurance: Proof of Current commercial Auto Liability Insurance only.
4. Professional Liability Insurance: Minimum \$1,000,000 per occurrence for this project, and with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

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 shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. 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 on 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:
 - 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. CONSULTANT is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
4. The CITY shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit CONSULTANT'S liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of CONSULTANT'S liability for indemnity of the CITY shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between 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. CONSULTANT shall perform all services in each mutually agreed upon Work Assignment.

H. Other Requirements. Contractor must comply with the FEMA Conditions as attached in Attachment 3 To the extent that the terms of this Contract conflict with the FEMA Conditions, the conditions for FEMA will control.

6. PUBLIC RECORDS LAW: In accordance with Florida Statutes, Section 119.0701, CONSULTANT shall comply with all public records laws, and shall specifically:

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

1. 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/>).

2. "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.
- B. 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.
- C. 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.
- D. 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.
- E. **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**
- F. 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.

7. OWNERSHIP AND USE OF DOCUMENTS

- A. 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.
- B. Notwithstanding the above, any reuse of the work products by the CITY on other projects will be at the risk of the CITY.

8. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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 to be attached to each mutually agreed upon Work Assignment.

9. 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.

10. 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.

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.

- B. NON-APPROPRIATION: The parties acknowledge and agree that the obligations of the CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent contract 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, CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of CITY shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by CITY under this Section. This 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. It is expressly understood by the parties that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the CITY reserves the right to terminate the Agreement. The CITY will be responsible for payment of any outstanding invoices and work completed by the CONSULTANT prior to such termination.

- C. ABANDONMENT: 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. REMEDIES: In the event of a default or breach of the contract terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy will be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy will not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

11. 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.

12. 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.

13. 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.

14. 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
Title
Company Name
Street Address
City, State, Zip Code
TEL 38x.38x.3838
EMAIL:

THE CITY'S ADMINISTRATIVE AGENT:

Kimberly Humphrey, PMP, LEED AP
City of North Port Public Works
1100 North Chamberlain Blvd.
North port, FL 34286
TEL: 941-223-2900
Email: khumphrey@northportfl.gov

WITH COPIES OF NOTICES TO:

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

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

15. 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).

16. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2024-07 or CONSULTANT'S response, which are made a part hereof by reference, the Agreement shall control.

17. E-VERIFY

The CITY, CONSULTANT and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees as required by Section 448.095, Florida Statutes. A contractor who enters into a contract with a subcontractor, must require that the subcontractor provides the contractor a certification by affidavit stating that at the time of such certification and during the term of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C. S. 1324A(H)(3). The CONSULTANT shall comply with all other federal laws pertaining to the subcontractor.

18. 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.

19. FORCE MAJUERE:

- A. Should performance of any obligation created under this Agreement become illegal or impossible by reason of:
- a. A strike or work stoppage, unless caused by a negligent act or omission of either Party;
 - b. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake, epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;
 - c. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;
 - d. A declared emergency of the federal, state, or local government; or
 - e. Any other like event that is beyond the reasonable control of the non-performing party;
Then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided that:
 - f. The non-performing party provides written notice within five (5) days of the event of **force majeure**, describing the event in sufficient detail, including but not limited to: the nature of the occurrence, a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this Agreement;
 - g. The excuse of performance is no greater in scope or duration than required by the event of **force majeure**;
 - h. No obligations of either party that arose before the **force majeure** are excused as a result of the event of **force majeure**; and
 - i. The non-performing party uses all reasonable diligence to remedy its inability to perform.
- B. Economic hardship of a party does not constitute an event of **force majeure**. A party will not be excused from performance due to forces that it could have reasonably prevented, removed, or remediated prior to, during, or immediately after their occurrence.
- C. The non-performing party's affected obligations under this Agreement will be temporarily suspended during, but not longer than, the continuance of the event of **force majeure** and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this Section for a period exceeding two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term.
- D. The term of the Agreement will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

20. MISCELLANEOUS

- A. Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.
- B. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns. It may be signed in counterparts.
- C. Governing Law and Venue. The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues 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.
- D. No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.
- C. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition, or covenant shall not be construed as a waiver of a subsequent breach by the other party.
- D. Headings. The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.
- E. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.
- F. Amendment. 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 CONSULTANT. Only the City Commission can approve increases in compensation under this Agreement.
- G. Assignment. The CONSULTANT shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.
- H. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The 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.

21. SUPPLEMENTAL DOCUMENTS

The following supplemental documents are attached and incorporated fully as part of this Contract.

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B – PROJECT SCHEDULE

EXHIBIT C – FEE SCHEDULE

____ ATTACHMENT 1.1 – GENERAL INSURANCE

____ ATTACHMENT 1.2 – PROFESSIONAL LIABILITY INSURANCE

____ ATTACHMENT 1.3 – ENVIRONMENTAL AND POLLUTION LIABILITY INSURANCE

____ ATTACHMENT 1.4 – BUILDER'S RISK

____ ATTACHMENT 2.1 – GENERAL INDEMNITY, DEFENSE, AND RELEASE

____ ATTACHMENT 2.2 – CONSTRUCTION RELATED SERVICES INDEMNITY, DEFENSE, AND RELEASE.

____ ATTACHMENT 3 – FEMA PROVISIONS

____ ATTACHMENT 4 – DAVIS BACON ACT – MINIMUM WAGE RATE

ATTACHMENT 5 – CERTIFICATION REGARDING LOBBYING

ATTACHMENT 6 – NON-COLLUSIVE AFFIDAVIT

ATTACHMENT 7 – CONFLICT OF INTEREST FORM

ATTACHMENT 8 – PUBLIC ENTITY CRIME INFORMATION

ATTACHMENT 9 – DRUG-FREE WORKPLACE FORM

____ ATTACHMENT 10 – SWORN STATEMENT: THE FLORIDA TRENCH SAFETY ACT

ATTACHMENT 11 – SCRUTINIZED COMPANY CERTIFICATION FORM

ATTACHMENT 12 – VENDOR'S CERTIFICATION FOR E-VERIFY SYSTEM

____ ATTACHMENT 13 – PERFORMANCE AND PAYMENT BOND REQUIREMENTS

____ ATTACHMENT 14 – PERFORMANCE AND PAYMENT BOND

____ ATTACHMENT 15 – CERTIFICATION REGARDING DEBARMENT, AND SUSPENSION

____ ATTACHMENT 16 – CONTRACT CHANGES

____ ATTACHMENT 17 – SANCTIONS AND PENALTIES

____ ATTACHMENT 18 – TERMINATION FOR CONVENIENCE

IN WITNESS WHEREOF, the parties have executed the agreement as follows.

CONSULTANT:
_____ (Company Name)

By: _____ (signature)
_____ (Title)

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
___ day of _____ 2023, by _____.

Notary Public – _____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Approved by the City Commission of the City of North Port, Florida on _____, 2023.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER TAYLOR, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON
CITY ATTORNEY

END OF PART V