Request For Proposal

16-61CM

St. Armand's Parking Structure Architectural Consultant

Department

City Manager

Request for Proposal

Consultants Competitive Negotiation Act (CCNA)

Issued by the City of Sarasota
Financial Administration
Purchasing Division

Proposal submittals to be received by Purchasing

10:30 am August 15, 2016

in the Office of the Purchasing Manager
1565 First Street, Room 205
Sarasota, Fl. 34236
Phone #(941) 954-4151
Notice to Contractor/Vendors/Proposers
RFP # 16-61CM   St. Armand’s Parking Structure Architectural Consultant

REQUEST FOR PROPOSAL

The City of Sarasota, Florida, is requesting proposals from qualified individuals/firms for

St. Armand’s Parking Structure Architectural Consultant

then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish: all

necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals

required for the City of Sarasota, Sarasota, Florida, in conformance with proposal documents, which include

technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit five- (5) copies

and one (1) original of their proposals, pertinent to this project prior to

10:30 am        August 15, 2016

to the office of the Purchasing Manager, 1565 First Street, Room 205, Sarasota, Florida, 34236. The Request

for Proposals shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and

shall be clearly marked

RFP # 16-61CM   St. Armand’s Parking Structure Architectural Consultant
The Scope of Services for this RFP is available from DemandStar at (800) 711-1712 -

www.demandstar.com or The Florida Purchasing Group (FPG) at (800) 835-4603 -

http://www.floridabidsystem.com. Vendors who obtain scope of services from sources other than

DemandStar or FPG are cautioned that the solicitation package may be incomplete. The City’s

official bidders list is obtained from DemandStar and FPG. Addenda will be posted and disseminated

by DemandStar and FPG at least five days prior to the proposal opening date to all vendors who are

listed on the official proposers list at either website. The City may not accept incomplete proposals.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

10:30am        07/21/2016        1565 1st Street SRQ Media Room, Sarasota, FL 34236

It has been determined that the specifications and scope of work within this solicitation are

adequate to describe the product or services being requested. A pre-proposal conference and site

visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are

to be directed, in writing, to the individual listed below using the email address listed below or

faxed to (941) 954-4157 during normal working hours.

Carlos Marmolejos          carlos.marmolejos@sarasotagov.com

Sincerely,

[Signature]

David W. Boswell, CPPO, CPPB, SPSM
Purchasing General Manager

*DemandStar is the City’s official posting site
1. **SUBJECT TO THESE TERMS**

All proposals submitted are subject to the terms and conditions specified herein. Those, which do not comply with these conditions, are subject to rejection. These Terms and Conditions are subject to the order of precedents in section 2 of this document.

2. **ORDER OF PRECEDENTS**

2.1. If a conflict arises between these “Terms and Conditions”, the following ORDER OF PRECEDENTS will apply:

2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services”.

2.1.2. Special Conditions and Supplemental Instructions

2.1.3. City of Sarasota Purchasing Policy and Ordinances

2.1.4. Detailed Scope of Work

2.1.5. These Terms and Conditions

3. **CONTRACT FORMS**

Any agreement, contract, or Purchase Order resulting from the acceptance of a proposal shall be in a form as approved by the CITY.

4. **PROPOSAL DELIVERY AND SUBMISSION REQUIREMENTS AND COMMUNICATIONS**

4.1. Proposal documents shall be submitted as one original, five printed copies, and one electronic copy on the RFP forms provided by the CITY. The electronic copy should include any proposal spreadsheet as provided by the CITY. The electronic copy should include one consolidated PDF file that contains the entire proposal. All blank spaces in the RFP forms shall be filled in legibly and correctly in ink. The proposer shall specify the price per unit of measure and the extended total, or the lump sum proposal price if such is called for, for each scheduled item of work as well as the total price for the entire work under the contract. If an individual or company submits the proposal, they shall sign their name therein and state their name and address as principal. If a corporation submits the proposal, an authorized officer or agent shall sign it, subscribing the name and address of the corporation along with their own name and affixing the corporation seal. The company name and F.E.I.N. number shall appear on the RFP form.

4.2. Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their proposals delivered to the CITY’s Purchasing Division prior to the stated time and date. If an proposal is sent by U.S. Mail or delivery service, the proposer shall be responsible for its timely delivery to the CITY’s Purchasing Division. Proposals delayed by mail or delivery service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their (unopened) return at the proposer’s request and expense.
4.3. Confidenital proposal Information – If information is submitted with the proposal documents that are deemed “Confidential” then the proposer must stamp those pages of the proposal that are considered confidential. Proposer must provide documentation as to why these documents should be declared confidential in accordance with Chapter 119, “Public Records”, exemptions.

4.4. RFP Opening

4.4.1. Proposal opening shall be publicly opened on the date and at the time specified on the Request for Proposal (RFP). It is the proposer's responsibility to assure that their proposal is delivered at the proper time and place for the RFP opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by fax or telephone are not acceptable. A proposal may not be altered after the opening of the proposals.

4.4.2. All proposal documents shall be submitted in writing, signed by the proposer or the proposer's duly authorized agent, and shall be mailed or delivered to the office of the Purchasing Manager prior to the date and time scheduled for the opening of proposals.

4.4.3. Proposal documents shall be sealed in an envelope and shall be clearly marked with the words "RFP documents" and show the project name and number, name and address of the proposer, and date and time of the scheduled RFP opening. Form# 10, RFP Label, is provided in the Form Section for the vendor's convenience.

4.4.4. The Purchasing Manager or their designee shall publicly open, in the presence of a witness, all proposal documents at the time and place specified in the Request for Proposal (RFP).

4.5. A proposer may withdraw a proposal any time prior to the opening of the proposal. After proposals are opened, but prior to award of the contract by the City Commission, the City Commission may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the City Commission to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:

4.5.1. The proposer acted in good faith in submitting the proposal,

4.5.2. The mistake in proposal preparation was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,

4.5.3. The mistake was not the result of gross negligence or willful inattention by the proposer;

4.5.4. and the mistake was discovered and was communicated to the CITY prior to the City Commission having formally awarded the contract.

4.6. Any Consultant or subcontractor that will have access to City facilities or property may be required to be screened to a level that may include but is not limited to; fingerprints, statewide criminal and juvenile records check. There may be fees associated with these procedures. These costs are the responsibility of the Consultant or subcontractor.

4.7. Proposers may be declared “non-responsive” due to omissions in Form #4A, “Negligence or Breach of Contract Disclosure Form”. Additionally, proposers may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Director of Purchasing, after consultation with the City Attorney.

5. PROPOSAL SETUP

Proposals must be submitted in a 3 ring binder unless otherwise stated in the Special or Supplemental Conditions. Binder must not be larger than 2” in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count. Proposal must have a front cover that contains the following:
Company Name
Number and Title of the Request for Proposal
Due Date of Proposal

Label each proposal as ORIGINAL or as COPY 1 of 5 etc...

A total of one original and five printed copies need to be included. This information should be included on the front cover. Example: ORIGINAL or COPY 1 of 5 etc... Include 1 electronic copy on a compact disk (CD) or a flash drive. Electronic copy should include any proposal spreadsheets as provided by the CITY. Electronic copy should include a consolidated copy of the proposal in one PDF file.

**Tab I  Executive Summary (Category 1)**
One page summary of what you are proposing on the contract.

**Tab II  Qualifications (Category 1)**
1. Company Information
   a. A brief company history.
   b. How many years has your organization been in business as a provider of the products and services you’re proposing to offer under this solicitation?
   c. How many years has your organization been in business under its’ present business name?
   d. Location of the Consultant's office and location of the office where the project will be produced. Include the name and titles of those members of the project team that are permanently assigned to the project office.
      i. How many years at this present office location?
      1. How many full time employees?
      ii. How many years at prior office location?
      iii. Is work to be shared amongst employees working out of different proposer office locations? If so, what is the allocation of personnel and related work they are to perform
   e. Under what other or former names has your organization operated?
   f. If your organization is a corporation, answer the following:
      i. Date of incorporation
      ii. State of incorporation
      iii. President’s name
      iv. Vice-President’s name(s)
      v. Secretary’s name
      vi. Treasurer’s name
   g. If your organization is a partnership, answer the following:
      i. Date of organization
      ii. Type of partnership (if applicable)
      iii. Name(s) of general partner(s)
   h. If your organization is individually owned, answer the following:
      i. Date of organization
      ii. Name of owner
   i. If the form of your organization is other than those listed above, describe it and the name of the principals.
   i. Form of business, i.e., proprietorship, partnership, corporation; years in business, changes in ownership; bank reference; any other information the applicant may wish to supply to verify financial responsibility. Unless there is a clear statement that the vendor/contractor is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime Consultant with whom the City would contract and all other firms shown as team members would be sub-consultants.

k. Experience
   i. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification.

Tab III  Key Personnel (Category 2)
For the key individuals who will be marketing, consulting, estimating, coordinating, supervising and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications and experience in the area(s) of service(s) that they will be providing. Include awards, certification, membership in professional organizations and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.
1. Provide organizational plan for management of project(s).
   a. A proposed relationship between key members and support staff and aspects of work each will be responsible for working.
   b. Include a list of all employee authorized to enter a contract on behalf of the company.
2. Identify all sub-consultants and sub-contractors to be used on project(s).
   a. Describe work experience, field(s) of specialization, education, and certifications.

Tab IV. Service (Include similar projects) (Category 3)
1. Describe your service facilities in terms of square feet, service equipment, number of technicians, and inventory in stock, and service response time.
2. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Sarasota?
3. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
4. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five- (5) years for the City of Sarasota.
   a. The description should include a spreadsheet with the following headers to identify cost.
      i. Project Name
      ii. Entity name
      iii. Contact Person, email and phone number
      iv. Beginning amount of project
      v. Change order totals and who initiated the change order as follows:
         1. Entity
         2. Engineer
3. Unforeseen

Tab V. References (Category 3)

1. Complete Form #8. Provide a minimum of four (4) references that include the institution name, address, phone number, email, and contact’s name and position.

2. Complete and provide to reference contacts Form #9.
   a. Complete “Section 1” prior to providing form #9 to references. This is the reference’s information not the proposer’s information.
   b. In the “Subject” block enter the name of the project the Proposer completed for that reference.
   c. Section 2 is the name of the proposer.
   d. The reference should complete Section 3 and return directly to the City of Sarasota.
   e. Form #9 should not be returned by Proposer. A minimum of 3 reference responses must be returned no later than 7 calendars days after opening date. **Failure to obtain reference surveys may make your company non-responsive.**
   f. Section 4 is for the reference to print and sign name.

3. You may include, in addition to Form #8, in this tab
   a. Letters of recommendation by other references in this tab.
   b. List of completed projects similar in scope to project under consideration, references to include owners’ contact person, telephone number and email.
   c. Any outstanding accomplishments of the firm that relates to the specific services being sought.
   d. Also to be included is any Quality Assurance and Value Engineering Programs.

Tab VI. Proposal Requirements (Category 4)

State how you plan to provide your product or service based on the evaluation criteria and specifications list in the Request for Proposal.

Tab VII. Required Forms (Category 5 and 6)

City forms listed under Part I of the Request for Proposal or any form list is required under the form section instructions.

6. CLARIFICATION & ADDENDA

6.1. For information or questions concerning this RFP, contact the City of Sarasota Purchasing Division, 1565 First Street, Room 205, Sarasota, Florida 34236, phone number (941) 954-4151, unless otherwise noted in the specifications. After the issuance of the Request for Proposal (RFP), prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the RFP with any Commissioner, agent or employee of the CITY other than the Purchasing Manager or their designee. This prohibition begins with the issuance of any Request for Proposal (RFP), and ends upon execution of the final contract or when the invitation or request has been cancelled. If it is determined that improper communications were conducted, the Consultant maybe declared not responsible.

6.2. Detailed specifications describe the commodities, services or construction services to be acquired by the CITY. To be considered for award a proposal must comply in all material respects with the specifications. No alternate proposals or deviations from the specifications will be accepted unless requested in the specifications or RFP form and as approved through written addendum.

6.3. Each proposer shall examine all Request for Proposal (RFP) documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for
Proposal (RFP) shall be made in writing, submitted and received at least eight (8) calendar days prior to the date when proposals are due; to the City of Sarasota Purchasing Division.

6.4. The CITY shall not be responsible for oral interpretations given by any CITY employee, representative, or others. Every request for interpretation of the meaning of the plans, specifications or any contract documents, or for correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to the Purchasing Manager or designated buyer listed on page 2. The issuance of a written addendum by the City’s Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Request for Proposal (RFP), the CITY will attempt to notify all prospective proposers who have secured same through its solicitation posting website; however, it shall be the responsibility of each proposer, prior to submitting their proposal, to determine if addenda were issued and to make such addenda a part of their proposal. Acknowledgement to addenda receipt will be noted by each proposer in the space provided on Form #1, RFP Form located in the Forms Section, Part I.

6.4.1. Should the proposer find discrepancies in or omissions from the drawings and specifications, scope of work, or other documents attached hereto or should they be in doubt as to the meaning, they should at once contact the Purchasing Division and obtain clarification prior to submitting a proposal.

6.5. Governmental Restrictions

6.5.1. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this RFP prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Division at once, indicating in their letter or email the specific regulation which required an alteration. The CITY reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the CITY.

7. PROPOSAL EXPENSES

Proposers shall bear all costs and expenses incurred in developing, preparing, and submitting proposals. This includes any expense related to demonstrations or the providing of sample materials or items requested by the City.

8. IRREVOCABLE OFFER

Any proposal may be withdrawn until the date and time set for opening of the proposal. All withdrawals must be requested in writing via email, letter, or FAX. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one-hundred and twenty (120) days to sell to the CITY the goods or services set forth in the attached specifications. For the proposers’ convenience a withdrawal form has been provided in the Forms Section, (Form #19, RFP Withdrawal Request)

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all proposals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the proposal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.1.1. CCNA Statutes recommends a minimum of 3 qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.
9.2. To be **responsive**, a proposer shall submit a proposal which conforms in all material respects to the requirements set forth in the Request for Proposal (RFP). To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. Information the CITY deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.3. Unless otherwise stated in this RFP specification, any contracts resulting from this RFP are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFP through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Sarasota Purchasing Policy. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.4. After award of this RFP, the CITY reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry wide market changes, the CITY may negotiate justified adjustments such as price, terms, etc., to this contract when the CITY, in its sole judgment, considers such adjustments to be in the best interest of the CITY. The City of Sarasota may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.

9.5. If the contract awarded as a result of this RFP is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFP specification.

9.6. The City of Sarasota reserves the right to refuse to award to any proposer based upon prior contractual relationships between that proposer, or a substantially related person or entity, and the CITY. This shall include, but is not limited to, situations in which the proposer or, a substantially related person or entity, has had its contractual relationship with the CITY terminated or issued notice of default within three (3) years of the date of the issuance of this Request for Proposal (RFP).

9.7. The City reserves the right, in the sole opinion of the City, to require oral presentations or discussion from all selected respondents, at the discretion of the Evaluation Committee, derived from the evaluation and selection process herein described during any stage of the evaluation and/or selection process.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City Manager may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.3.1. The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation,
individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City Manager shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price of otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11. APPLICABLE LAWS

11.1. Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal, but is not required (see Part III of the forms package, Sample#1). Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Sarasota, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes and revisions or as amended thereof. Any involvement with the City of Sarasota shall be in accordance with but not limited to:

11.1.1. City Administrative Regulation and Ordinances
11.1.1.1. City of Sarasota Procurement Ordinance, 12-5009
11.1.1.2. Administrative Approval of Contracts, Ordinance 03-4440 and 07-4763
11.1.1.3. Amends administrative approval of contracts for City Manager, Director of Finance, and the Purchasing Manager, Ordinance 07-4763
11.1.1.4. Travel Policy, Ordinance 15-5124 and Administrative Regulation 024.A004.0605
11.1.1.5. Minority Business Enterprise Utilization Plan, Resolution 01R-1377 and Administrative Regulation 024.A014.0202

11.1.2. Florida State Statues
11.1.2.1. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)
11.1.2.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY. Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

11.1.2.3. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

12. DISCLAIMER OF JOINT VENTURE

The successful proposer and City shall warranty and represent that by the execution of an agreement it is not the intent of the parties that the agreement be construed or deemed to represent a joint venture or an undertaking between City and the successful proposer. The successful proposer shall be solely responsible for the conduct of all activities and services provided by the successful proposer as part of its business operations. While engaged in carrying out and complying with terms of the agreement, the successful proposer is an independent contractor and not an officer or employee of the City. The successful proposer shall not at any time or in any manner represent that it or any of its agents or employees is employees of the City.
13. **MINIMUM REQUIREMENTS**

13.1. Previous experience in the performance of projects of a similar nature.

13.2. The individuals/firm warrants that they are fully qualified, with adequate personnel, resources, and experience to undertake the services required within a reasonable time.

13.3. Registered under the State of Florida to perform the services required for this project. Registration Certificate to be provided by the Florida Department of State, Division of Corporations, establishing your firm as eligible to conduct business in the State of Florida. Please refer to website: www.sunbiz.org

13.4. The individual or firm warrants that they are familiar with and have personnel that can conduct contract administration in the related project.

14. **TAXES**

The City of Sarasota does not pay Federal Excise and State Taxes on direct purchases of tangible personal property. The exemption number will be provided on the "Consultants" copy of the purchase order. This exemption does not apply to tangible personal property purchased by Consultants for their use in the performance of this contract. Nothing herein shall affect the proposer's normal tax liability. The CITY reserves the right, at the CITY's sole option, to issue Direct Purchase Orders for applicable supplies and equipment to be utilized in this project.

15. **ERRORS AND OMISSIONS**

15.1. In the event of multiplication/addition error(s), the hourly rate prevail. Written prices shall prevail over figures where applicable. All task orders shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

15.2. Approval by City of the successful proposer’s work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer’s designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the City of the successful proposer’s work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the City, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the City, as may be required by the City to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.

16. **TRUTH-IN-NEGOTIATION COVENANTS**

Florida Statute 287.055 requires for any lump-sum or cost plus a fixed fee professional service contract over the threshold amount provided in Florida Statute 287.017 for category four, that the agency (City) shall require the firm receiving the award to execute a Truth-In-Negotiation certificate stating the wage rates and other factual unit costs supporting the compensations are accurate, complete, and current at the time of contracting. Any professional service contract, under which such a certificate is required, shall contain a provision that the original contract price and any additional costs thereto shall be adjusted to exclude any significant service by which the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.
17. QUALITY GUARANTEE/WARRANTY

17.1. The City and the selected consultant will establish a performance schedule based on the negotiations. The City’s expectations as to your timeliness of completion of services will be in this schedule. It is important that the expectations of the City, as expressed by the schedule, be realistic, and that the schedule be adhered to as close as possible. Contract schedule will be subject to liquidated damages as outlined in these Terms and Conditions.

17.2. Consultant will guarantee their work without disclaimers, unless otherwise specifically approved by the City.

18. PUBLIC ENTITY CRIMES

18.1. In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public entities. 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a Consultant, 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 thirty-six (36) months from the date of being placed on the convicted vendor list.

19. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY


19.2. An entity or affiliate who has been placed on the State of Florida’s Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com.) may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a Consultant, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19.3. The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.

19.4. It is the policy of the City of Sarasota to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.
20. ROYALTIES AND PATENTS

20.1. The proposer, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted patented, or unpatented invention process, or article manufactured by the proposer. The proposer has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplier hereunder with equipment or data not supplied by the Consultant is based solely and exclusively upon the CITY alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.

20.2. Further, if such a claim is made or is pending, the Consultant may at its option and expense procure for the purchaser the right to continue use or replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the Consultant and receive reimbursement if any as may be determined by a court of competent jurisdiction. If the proposer uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

21. PURCHASING COOPERATIVE

It is the intent of this Request for Proposal (RFP) to include requirements and to obtain proposals on behalf of the City of Sarasota and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this Request for Proposal (RFP). This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. The City of Sarasota will not be financially responsible for the purchases of other entities from this solicitation.

22. DELIVERY

Unless otherwise specified, all deliveries to the City will be FOB-Destination.

23. PRE-PROPOSAL CONFERENCE

23.1. Failure to attend a mandatory or non-mandatory pre-proposal conference will relieve the CITY for any responsibility to notify a proposer of additional requirements unless those questions or requirements are identified in writing.

23.2. Failure to attend a mandatory pre-proposal conference will result in the proposal being considered non-responsive.

24. FUNDING

25.1. This RFP is subject to the appropriation of funds in an amount sufficient to allow continuation of the CITY’s performance in accordance with the terms and conditions of this RFP. The CITY shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this RFP, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the RFP.

25.2. This City of Sarasota will not reveal engineering estimates or budget amounts for a project unless required by grant funding or unless it is in the best interest of the CITY. According to Florida State
Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

25. SUBCONTRACTING

26.1. Consultant shall obtain prior written approval of subcontractors and the work they will perform as stated in the scope of work. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the Consultants.

26.2. Consultant shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures. All Work performed for Consultant by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Consultant and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of City. Consultant shall be fully responsible to the for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Consultant is responsible for Consultant’s own acts and omissions.

26. TRAVEL EXPENSE

Travel expenses, if approved by the CITY, will be reimbursed in accordance with the City of Sarasota Ordinance 15-5124 and Administrative Regulation 024.A004.0605: “Travel Policy” whether or not the resulting contract provides for a different method.

26.1. Local Travel

26.1.1. Local travel will not be paid. Consultants awarded points based on office location will not be reimbursed travel pay for local travel.

27. PUBLIC RECORDS

Proposer acknowledges that all information contained within its proposal is a public record, as defined in Chapter 119, “Public Records”, of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

28. CHANGE ORDERS (IF APPLICABLE)

28.1. Increases in the scope of work that require a change in time and/or pricing will be submitted as follows:

28.1.1. The City may authorize minor variations from the requirements of the contract documents which do not involve an adjustment in the contract/task order price or the contract/task order time and are consistent with the overall intent of the contract/task order documents.

28.1.2. Continuing services contract that are being completed through a task order will require supplemental agreements, in the form of "change orders" and shall be used to clarify the scope of work and schedule. Adjustments to price or time of the task order will be submitted on a change order.

28.1.3. Project specific contracts will require a supplement or amendment to the contract.

28.1.4. Any supplemental agreement shall be approved by the City Manager, project manager and the consultant, if applicable, prior to the commencement of the modified work. The City Manager may only approve an adjustment to the contract price that does not exceed 10% of the contract price or $200,000.00, whichever is less in accordance with Ordinance 03-4440.
28.2. The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the rates for the specific item of work with no additional charges allowed for the change in quantity. All rates for services of work in the original contract shall be considered all inclusive of expenses necessary to accomplish the work regardless of the unit pricing.

28.3. A change in quantities whether greater than or lower than the original contract quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the task order or contract to reflect the new total quantity of each item. Each proposal for change order shall list both the reduction in quantity of deleted scope and increased quantity of added scope.

28.4. Changes in contract/task order time must be justified to included but not limited to:
   28.4.1. Owner changes to scope.
   28.4.2. Additional scope discovered during BODR or preliminary design.
   28.4.3. Failure on the City’s behalf to review scope or plans in a timely manner.
   28.4.4. Delays by others, such as utility companies, may not necessarily be compensated by the City and the contractor may need to seek compensation from the third party for the delay.

29. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

30. TIME EXTENSION AND CONTINUATION OF WORK

30.1. Time Extension
   The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

30.2. Continuation of Work
   Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager or designated representative.

31. RIGHT TO AUDIT

The Consultant shall maintain such financial records and other records as may be prescribed by the City of Sarasota or by applicable federal and state laws, rules, and regulations. The Consultant shall retain these records for a period of five years after final payment, or until they are audited by the City of Sarasota, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the City of Sarasota, its designees or other authorized bodies.
32. **E- VERIFY**

**Consultants:**
Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

33. **PROTEST PROCEDURES**

Protest procedures will be conducted in accordance with the City of Sarasota Procurement Ordinance 12-5009.

34. **INSURANCE**

34.1. The contractor/vendor, prior to the signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY. The policies shall be placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida and that meets a minimum financial **A. M. Best & Company** or approved alternate rating of no less than “**A**”, **Excellent**. The City will accept a minimum rating for Worker’s Compensation Insurance of “**B+, Good**”. The NAIC number for all Insurers will be noted to the right of the insurer’s name in the section provided on the certificate of insurance. The City of Sarasota will not accept any indication or evidence of self-insurance made by the contractor/vendor, as it applies to any of the required insurance coverage. The Purchasing Manager or designee reserves the right to waive, downgrade or upgrade, or suspend requirements as determined to be in the best interest of the City. Any and all fully-executed contracts will require that the contractor/vendor be fully insured per the terms and conditions as follows herein:

34.2. **Mandatory Insurance Requirements**

34.2.1. **Worker’s Compensation**
Worker’s Compensation Insurance on behalf of all employees who are to provide a service for this Agreement, as required by Florida Statues Chapter 440 and Employers Liability with limits of not less than $100,000 per employee accident; $500,000 disease aggregate; and $100,000 employee per disease.

34.2.2. **Commercial General Liability**
Including but not limited to bodily injury, property damage, and personal injury, with limits of not less than One Million Dollars combined single unit per occurrence, Two Million Dollars per location aggregate plus property damage insurance in the minimum amount of Five Hundred Thousand Dollars covering all work performed.

34.2.3. **Automobile Liability**
Including bodily injury, property damage liability for all vehicles owned, hired, leased, and non-owned, with limits of not less than One Million Dollars combined single unit per occurrence covering all work performed.

34.3. **Additional or Option Insurance (Depends on project requirements.)**

34.3.1. **Umbrella Liability**
N/A unless being used to meet underlying coverage requirements.

34.3.2. **Liquor Liability**
All vendors serving alcohol as a result of the bid will be required to obtain Liquor Liability insurance.

34.3.3. **Miscellaneous Insurance** - All other types of insurance as required by the scope of work or specifications

34.3.4. **Professional Liability**
If applicable, in the minimum amount of One Million Dollars.

34.3.5. **Hazardous Material**
If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this Agreement, no further work is to be performed in the area of the hazardous materials until the Project Manager and City’s Risk Management Department has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project.

34.3.5.1. **Contractor/vendor’s Pollution Liability**
For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under this Agreement including, but not limited to, all hazardous materials identified under this Agreement.

34.3.5.2. **Asbestos Liability**
For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under this Agreement.

34.3.5.3. **Disposal**
When applicable, the Contractor/vendor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate.

34.3.5.4. **Hazardous Waste Transportation**
When applicable, the Contractor/vendor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than $2,000,000 annual aggregate and provide valid EPA identification number. The Certificates of Insurance (COI) shall clearly state the hazardous materials exposure work being performed under this Agreement.

34.3.6. **Builder’s Risk**
When applicable, special form coverage shall include, but not be limited to:

34.3.6.1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to this Agreement;

34.3.6.2. Theft coverage;

34.3.6.3. Waiver of Occupancy clause endorsement;

34.3.6.4. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;

34.3.7. Maximum deductible clause of $50,000 each claim.

34.4. **Additional Insured**
The City of Sarasota, its elected and appointed officials, employees and agents shall be listed by endorsement as additional insured, except for worker’s compensation and professional liability. Further, other designated persons or entities may be required to be listed as additional insured.

34.5. **Certification of Insurance**
Consultant, prior to providing any services pursuant to this Agreement, shall furnish to the CITY proof of insurance, including, but not limited to a Certificate of Insurance referencing the City of Sarasota as “additional insured”, except for worker’s compensation and professional liability, and the effectiveness of all required insurance for Consultant, and each of its subcontractors. No work shall commence under this Agreement until the CITY’s authorized representative has given written approval of the insurance certificates. Additionally, Consultant has an affirmative obligation throughout the entire term of this Agreement to provide the City Manager and the Purchasing Division, 1565 1st Street, Room 205, Sarasota, Florida 34236 evidence of the continuation of all policies required of Consultant by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager and the Purchasing Division, 1565 1st Street, Room 205, Sarasota Florida 34236. All insurance documents must show the RFP Number and indicate that the proposers insurance is the prime insurance. Certificate of Insurance must include the company’s NAIC. City suggests that Consultant obtain all policies on an occurrence form basis. If, however, Consultant determines to obtain claims-made policies, Consultant shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and Consultant shall be required to maintain “tail” coverage Consultant’s own expense for a period of time as directed by the City Manager.  

34.5.1. Additional insurance requirements may be noted in the scope of work or specifications. These insurance requirements will be in addition to those stated in these Terms and Conditions and not a replacement.

35. CONTRACT ADMINISTRATION AND SITE REVIEW

35.1. The proposer shall carefully examine the site of the work and the contract documents for the work contemplated, and it will be assumed that the proposer has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the contract documents. The proposer shall inform themselves fully of the conditions under which the work is to be performed in relation to construction, services, commodities and labor conditions. Failure to do so will not relieve a successful proposer of their obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work or deliver the requested product or service for the consideration set forth in their proposal. Contracts may have more than one department or entity participating. Each participant will issue its individual purchase order contracts and will be billed separately.

35.2. Ownership of Documents

It is understood and agreed that all documents, including detail reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful proposer, there under shall be delivered to and become the property of the City, prior to final payment to the successful proposer at the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

35.3. Notice to Proceed (NTP) and Pre-Construction/Kickoff Meetings

35.3.1. Single Project

All single (one time bid or RFP) projects will have a notice to proceed (NTP) issued by the Purchasing Division before a purchase order can be issued. The notice to proceed (NTP) letter will be dated the same date as the pre-construction or kickoff meeting. The date of the NTP Letter and the Date in which work is to start can be no more than 30, unless otherwise approved by the Purchasing Manager or their designee.

35.3.2. Continuing Services
A continuing service contract with a task order $50,000.00 or less will use the purchase order as the notice to proceed. The date of the purchase order will be the project start date. The number of days to complete the project or the project final completion date must be annotated on the purchase order. For a task order over $50,000.00 a formal notice to proceed (NTP) must be issued by the Purchasing Division in accordance with paragraph 32.3.1

35.4. Work Progress and Delays
The City Manager shall be entitled at all times to be advised in writing, at his request, as to the status of work being done by the successful proposer and the details thereof. In the event the successful proposer cannot satisfy the deadline specified in the project schedule, then it shall notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by City or regulatory agencies as to the approval of any plans or permits submitted by the successful proposer, when such delay will result in an overall delay of the project completion date, the City Manager shall grant to the successful proposer, in writing, an extension of the agreement time equal to the aforementioned delays. The City Manager shall be solely responsible for determining whether any extension of time should be awarded to the successful proposer.

36. TERMINATION OF CONTRACT

The City of Sarasota reserves the right to terminate any contract, at any time, with or without cause.

36.1. Termination for Default
Consultant acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the contract, are material inducements to City entering into an agreement. Should Consultant fail to perform any of the conditions, covenants and requirements of its part to be kept, the City Manager shall give written notice thereof to Consultant specifying those acts to things which must occur in order to cure said default. Provided, however, if Consultant makes a good faith effort by taking steps to substantially cure the default, the City Manager may grant Consultant additional time to cure such default as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Manager may terminate the agreement, by written notice of termination, said notice specifying the time and date of termination.

36.2. Termination for Convenience
The performance of work under the contract may be terminated by the City Manager in whole or in part whenever the City Manager determines that termination is in the City of Sarasota’s best interest. Any such termination shall be effected by the delivery to the Consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, 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 subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

36.3. Payment and Ownership of Documents upon Termination
In the event of termination of the agreement, the vendor shall cease work and shall deliver to the CITY all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing the professional certification. The vendor shall reimburse the CITY for any stored items that the CITY has previously purchased. City shall upon delivery of the aforesaid documents, pay the Consultant as full payment for its services hereunder, a sum of money equal to the percentage of the work done by Consultant and
accepted as satisfactory by the CITY. This includes any electronic versions, such as CAD or other computer aided drafting programs.

36.4. **Waiver**
Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default thereunder by the successful proposer, should not be deemed to be a waiver of any default or breach by the City.

37. **INDEMNIFICATION**

37.1. **Design Professional**
Consultant shall indemnify and hold harmless the CITY, its elected and appointed officials, officers, employees and agents, from liabilities, damages, losses and costs, including but not limited to reasonable attorney’s fee, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the consultant or any person employed or utilized by the consultant in the performance of the contract. City and the Consultant acknowledge that the first ten dollars ($10.00) of compensation paid Consultant for its services hereunder shall be deemed specific consideration for the indemnification.

38. **PRICES, TERMS, AND PAYMENTS**

38.1. **Mistakes**
Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk in case of mistake in extension; the unit price will govern.

38.2. **Invoicing and Payment**
The Consultant shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods or services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order and the Consultant's Federal Employer Identification Number. An original copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

38.2.1. **Payments Based on Percentage Markup**
Contracts or task orders that are awarded and which include or provide for a percentage markup on goods or services purchased will require the consultant to submit the wholesale invoice with the consultant’s invoice and which include or provide a list of goods or services purchased in order to verify the correct markup percentage was applied.

38.2.2. **Additional Quantities-Lump Sum and Unit Pricing Contracts**
The CITY and Consultant may add additional work items to the contract at any time, provided a fair and reasonable lump sum or unit cost can be agreed upon by both parties unless otherwise specified in the specifications or scope of work.

38.2.3. **Additional Scope of Work**
The CITY may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The CITY may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the CITY may solicit separate solicitations to satisfy them.

38.3. **Additional Terms and Conditions**
Additional Terms and Conditions may be listed in the items listed in Section 2 otherwise no additional terms and conditions included with the RFP response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are applicable to this RFP. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general special conditions in this RFP solicitation are the only conditions applicable to this RFP and the proposer's authorized signature affixed to the RFP form attest to this.

38.4. **Advertising**
In submitting a proposal, proposer agrees not to use the results there from as a part of any commercial advertising.

38.5. **Assignment**
Any purchase order issued pursuant to this RFP invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

38.6. **Contract Term**
Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be one (1) year with two (2) one (1) year renewals for a total of three (3) years.

39. **LOCATION POINTS AND TIE BREAKERS**

**Note:** Location preferences do not apply to Local Agency Program, Federal Funded projects, where prohibited by grant funding.

**PLEASE READ CAREFULLY**

39.1. **Definitions:**
39.1.1. Local city business means the vendor has (i) a valid Local Business Tax Receipt, issued by the City of Sarasota at least one year prior to a bid or proposal submission, to do business within the City of Sarasota that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within the City of Sarasota from which the vendor is operating or performing its business, and at which it maintains full-time employees who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes, including but not necessarily limited to social security and medicare.

39.1.2. Local county business means the vendor has (i) a valid Local Business Tax Receipt, issued by Sarasota County at least one year prior to a bid or proposal submission, to do business within Sarasota County that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within Sarasota County from which the vendor is operating or performing its business, and at which it maintains full-time employees (as defined in City of Sarasota Purchasing Ordinance) who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes, including but not necessarily limited to social security and Medicare.

39.1.3. Non-local business means any vendor that does not meet either the definition of local city business or local county business.

39.1.4. In order to be eligible for local preference, the vendor must provide a copy of the occupational license/Business Tax Receipt

39.2. **Office Location Points**
39.2.1. Contracts for professional services the procurement of which is subject to the Consultants’ Competitive Negotiation Act (§287.055, Florida Statutes) or subject to any competitive
consultant selection policy or procedure adopted or utilized by the City Commission are exempt from Local Preference.

39.2.2. Solicitation that are submitted under the CCNA guidelines will be given points for **office location.**

39.2.2.1. The number of points to be awarded based on the proposer’s **office location/physical** business address and proximity to City Hall, using twenty (20) mile increments and within a radius/number of miles from City Hall is as follows:

39.2.2.1.1. Within 20 miles = 10 points*
39.2.2.1.2. Within 20.01 miles to 40 miles = 7 points
39.2.2.1.3. Within 40.01 miles to 60 miles = 5 points
39.2.2.1.4. Within 60.01 miles to 80 miles = 2 points
39.2.2.1.5. * 10 points is the maximum number of points to be awarded for **office locations.**

39.3. **Ties**

39.3.1. In the event of any tie (in the ranking criteria), after the above listed preferences or location points are calculated, the following will take effect:

39.3.2. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

39.3.3. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect.

39.3.4. Between a local city or county business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local city or county business.

39.3.5. In the event of any tie between a local city business and a local county business, the local city business shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

39.3.6. In the event of any tie between a local city business and another local city business, or a local county business and another local county business, the local vendor with the greatest number of full-time employees (full-time employee as defined in City of Sarasota Procurement Ordinance 12-5009) working in the City of Sarasota or Sarasota County respectively, shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

39.3.6.1. In the event of any tie between a local city business and another local city business, or a local county business and another local county business, and has the same number of full time employees the local vendor with a Drug Free Work Place program in accordance with Section 287.087, Florida State Statutes, shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

39.3.6.2. Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free work place in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

39.3.6.3. Preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

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

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

39.3.6.6. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in section 37.3.5.1.

39.3.6.7. In the statement specified in section 37.3.5.1, notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, 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 work place no later than five (5) days after such conviction.

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

39.3.6.9. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.

39.3.7. In the event of any tie between a local city business and another local city business, or a local county business and another local county business, and has the same number of full time employees and the local vendor has a Drug Free Work Place program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable

39.4. Local Hiring

The City of Sarasota local hiring initiatives do apply to the awarded proposer(s). The City of Sarasota encourages all Consultants to hire local residents for all bids, quotes, proposals, and solicitations within the Sarasota area. Suncoast Workforce will assist the company awarded the solicitation with these efforts. Please be aware it is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ local residents before any other person, when hiring additional employees needed to complete proposed work to be performed.

Suncoast Workforce Board Inc.
DBA Career Source Suncoast
3660 N. Washington Blvd.
Sarasota, FL 34234
Phone: 941.358.4200
Fax: 941.358.2820

40. MINORITY BUSINESS ENTERPRISE POLICY

The City Commission has established a Minority Business Enterprise (M.B.E.) Utilization Plan, Resolution No. OIR-1377, (Adopted August 6, 2001), whereby the CITY will assist in the development of opportunities for M.B.E.'s through the use of commodities, goods and services obtainable from M.B.E.'s, in conjunction with the award of this contract. Each proposer shall undertake to achieve a goal to place a portion of the total amount proposed, as per the goals established in Florida Statutes 287.9451(4)(n) with one or more M.B.E.'s, including suppliers of materials, goods as well as services. The proposers shall document and include with their proposal documents the full name and address of the M.B.E.'s, along with a description of the services, supplies, materials or goods and the allocation of the cost of the same as it
relates to each M.B.E. utilized. Changes from those M.B.E.’s submitted with the proposal will be subject to the approval of the CITY. All M.B.E.’s 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 state wide and inter-local agreement certification, as provided for by Section 287.0943(1), Florida Statutes.

The values are:

- 25% of the moneys actually expended for architectural and engineering contracts
- 24% of the moneys actually expended for commodities
- 50.5% of the moneys actually expended for contractual services
- 21% for construction contracts

Listed below is the scoring chart used for the determining point values for Minority Business Enterprise.

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 %</td>
<td>5</td>
</tr>
<tr>
<td>90 %</td>
<td>4.5</td>
</tr>
<tr>
<td>80 %</td>
<td>4</td>
</tr>
<tr>
<td>70 %</td>
<td>3.5</td>
</tr>
<tr>
<td>60 %</td>
<td>3</td>
</tr>
<tr>
<td>50 %</td>
<td>2.5</td>
</tr>
<tr>
<td>40 %</td>
<td>2</td>
</tr>
<tr>
<td>30 %</td>
<td>1.5</td>
</tr>
<tr>
<td>25 %</td>
<td>1.25</td>
</tr>
<tr>
<td>20 %</td>
<td>1</td>
</tr>
<tr>
<td>Less than 20%</td>
<td>0</td>
</tr>
</tbody>
</table>

40.1. A State of Florida M.B.E. Certificate or inter-local agreement M.B.E. Certificate from an agency having an inter-local agreement with the State of Florida must accompany the proposal submission.

40.1.1. As used in this section, Small Business, Minority Enterprise, Minority Person and Certified Minority Business Enterprise shall have the same meaning as those words are defined in Section 288.703, Florida Statutes, as amended.

40.1.2. If a proposer does not allocate a portion of the total amount proposed with a certified M.B.E., the proposer shall justify, in writing as part of his proposal, the reasons why the Consultant was unable to meet the M.B.E. participation goal. Adequate justification may include, but is not limited to, the proposer being unable to find a M.B.E. possessing the required experience or licensing in order to provide the necessary subcontractor or materialman's services, or the proposer's inability to find any M.B.E. within a specific trade or business, or the contractor performing 100% of the work without using a subcontractor.

40.1.3. Continuing Services

40.1.3.1. Continuing services proposals will only receive minority points if the primary consultant is a minority business. Credit for subcontractor will not be given on continuing services RFPs.

40.1.4. Any proposer who fails to comply with the requirements of this M.B.E. utilization plan may have his proposal declared non-responsive. Should any proposer who is awarded this contract falsely
represent to the CITY that it has complied with the requirements of this plan, and if it is subsequently determined by the City Manager that said Consultant has not complied with this plan, as represented, the City Manager may terminate the subject contract under the provisions of the contract relating to a breach of contract by the Consultant. Alternatively, the City Manager may elect to fulfill the terms of the contract but refuse to accept future proposals from the Consultant on the basis that the Consultant is not a responsible Consultant for City of Sarasota purposes. The Internet address below is for the State of Florida Office of Supplier Diversity. This State office can provide you with an online directory of all state certified minority business enterprises. Vendors appearing on this website will be accepted by the CITY as certified minority business enterprises. The required certificate as per the specifications should accompany your submission.

40.2. Information for the Office of Supplier Diversity.

Internet Address: http://vendorstrator.dms.myflorida.com/directory
Phone: (850) 922-6852

41. PERMITS, FEES, AND LICENSING

The Consultant shall obtain all necessary permits and pay for same prior to commencement of work. The cost of such permits shall be included within the base proposal, unless otherwise provided for in the RFP forms or specifications. The Consultant must have all license and certifications as required by Federal, State, City, County, or special agencies (i.e. FAA, FTA, EPA, DOT, etc…). Permit cost may be calculate by going to the City of Sarasota Neighborhood and Development Services (NDS) website at http://www.egovlink.com/public_documents300/sarasota/published_documents/Building/FEE%20SCHEDULE.pdf

42. CONFLICT OF INTEREST

42.1. The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the City of Sarasota or any of its agencies. Further, all proposers must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer’s firm or any of its branches.

42.2. Proposals Submitted by Members of Advisory Boards of the City of Sarasota

42.2.1. Section 112.313(7), Florida Statutes (1989), prohibits an advisory board member from holding any employment or contractual relationship with any business entity, which is doing business with the CITY.

42.2.2. Section 112.313(12), Florida Statutes (1989), provides that an advisory board member will not be in violation of the prohibition in Section 112.313(7), Florida Statutes (1989), if:

42.2.2.1. The RFP award is determined by a selection committee, approved by the Purchasing Manager, to the most advantageous proposer. In addition, the advisory board member is required prior to or at the time of the submissions of the proposal, file a statement with the Supervisor of Elections of Sarasota County, disclosing their interest and the nature of the intended business. The form, which should be used, is entitled "Form 3A Interest in Competitive RFP for Public Business," a copy of this form has been provided in the forms section of this RFP, (Form# 2, Form 3A Interest in Competitive RFPs) or you may contact the City of Sarasota Purchasing Division.

42.2.2.2. The advisory board member, their spouse or child is required to have in no way used or attempted to use their influence to persuade the CITY or any of its personnel to enter into such a contract other than by the mere submission of the proposal.
42.2.2.3. The advisory board member, their spouse or child is required to have in no way participated in the determination of the RFP specifications or the determination of the lowest or best proposer."

42.2.3. All of the three- (3) above conditions are required to be satisfied in accordance with the Florida Statutes. The filing of the disclosure form with the Supervisor of Elections of Sarasota County is the sole responsibility of the proposer and must be filed prior to or at the time of submission of the proposal. A copy of the completed disclosure form shall be submitted to the Manager of the Purchasing Department prior to or at the time of submission of the proposal. Failure of the proposer to comply with the provisions of this paragraph may result in the rejection of the proposal.

42.3. The following reasons include, but are not limited to, rejecting proposals or disqualifying Proposers:

a Proposer submits more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names; evidence of collusion among those making proposals; previous participation by the Proposer in collusive proposals on work for the City of Sarasota; the Proposer submits an unbalanced proposal in which the prices for some items are out of proportion with the prices for other Request For Proposal items; there is uncompleted work for which the Proposer is committed by contract which, in the judgment of the City, might hinder or prevent the prompt completion of the work under this contract if awarded to such Proposer; any material change in qualification or a material misrepresentation.

42.4. Non-government Conflicts

42.4.1. (a) A proposer shall not submit a response or enter into a contract with the City of Sarasota if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:

42.4.1.1. (1) The proposer’s contract with another customer or entity will be adverse to the interest of the City of Sarasota; or

42.4.1.2. (2) There is a significant risk that the interest of the City of Sarasota will be materially impacted by the proposer's responsibilities to a current customer or entity, a former customer or entity or any other third party.

42.4.1.3. (3) When a proposal is submitted pursuant to the CCNA, the conflict of interest standards set forth in the National Society of Professional Engineers Code Part II, Rules of Practices related to engineering services; the Code of Ethics - The American Institute of Architects and the NCARB - National Council of Architectural Registration Boards Code of Ethics related to architectural services shall each be applicable in determining whether a conflict of interest exists.

42.4.2. (b) Notwithstanding the existence of a conflict of interest under paragraph (a), a proposer may submit a proposal and enter into a contract with the City of Sarasota if:

42.4.2.1. (1) The proposer reasonably believes that the they will be able to provide competent and diligent representation to each affected customer or entity and;

42.4.2.2. (2) The conflict of interest is not prohibited by law and;

42.4.2.3. (3) The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the proposer in the same project or other proceeding involving State or Federal agencies; and

42.4.2.4. (4) Each affected customer or entity gives informed consent, confirmed in writing by the Purchasing Manager.

42.4.3. (c) It shall be the sole responsibility of the Purchasing Manager to determine if the criteria applicable to a conflict of interest or exception from same have been met.
43. INSPECTION, ACCEPTANCE AND TITLE

43.1. Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:

43.1.1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

43.1.2. Report damage (visible and concealed) to carrier and contract supplier, confirming such reports in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

43.1.3. Retain the item and its shipping container, including inner packing material, until the carrier and disposition given by the contract supplier perform inspection.

43.1.4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

43.2. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the City Manager.

43.3. All remedies therein before and therein conferred on the City shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

44. LIQUIDATED DAMAGES AND NON CONFORMANCE TO CONTRACT

44.1. Liquidated Damages

Liquidated damages will be assessed to the Consultant for each consecutive calendar day completion of the project or work is delayed. Liquidated damages are specified in the chart listed below.

44.2. Project Time Frames

44.2.1. Completion of Preliminary Phase shall be from 30 to 90 days (0% to 25% of project time) for each project, depending on the complexity of the project and the discretion of the project manager.

44.2.2. Completion of the Intermediate Phase shall be 30 to 180 days (25% to 75% of project time) for each project, depending on the complexity of the project and the discretion of the project manager.

44.2.3. Completion of Final Phase shall be 30 to 90 days (75% to 100% of project time), depending on the complexity of the project and the discretion of the project manager.

44.2.4. Liquidated damages may apply to projects not competed on time as determined by the City. Liquidated damages will be set in accordance with the City’s chart below.

<table>
<thead>
<tr>
<th>Estimated Design Cost Over</th>
<th>Estimated Design Cost But Less than</th>
<th>Daily Charge Per Calendar Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$5,000.00</td>
<td>$3.00</td>
</tr>
<tr>
<td>$5,000.00</td>
<td>$10,000.00</td>
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<td>$10,000.00</td>
<td>$35,000.00</td>
<td>$21.00</td>
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<td>$360.00</td>
</tr>
<tr>
<td>$600,000.00</td>
<td>$700,000.00</td>
<td>$420.00</td>
</tr>
<tr>
<td>$700,000.00 over</td>
<td></td>
<td>$500.00 plus .00005</td>
</tr>
</tbody>
</table>
44.3. **Attorney's Fees**

Should it become necessary for the City to bring any action against the successful proposer to enforce any of the covenants, provisions or conditions of the agreement, the successful proposer will pay all costs attendant thereto, including reasonable attorney's fees to the attorney.

45. **COMPLETION OF WORK OR PROJECT**

The Consultant will complete all work or services for the contract price and within the contract time of number of calendar days specified per approved Work Order/ Purchase Order for all work (except warranty items) in accordance with the contract documents. The number of completion days may be specified in the scope of work, specifications or the RFP form. For continuing services contract all task orders will be complete within 30 days of the date the purchase order is approved or by the date and/or number days specified in the task order scope. The estimated completion days or date may also be documented on the purchase order.

46. **AWARDS**

46.1. The City of Sarasota, Florida, reserves the right to make award(s) by individual item, group of items or services, all or none, or a combination thereof. The CITY reserves the right to reject any and all proposals or to waive any minor irregularity or technicality in the proposals received. Award will be made to the most **responsible** and **responsive** proposer within the evaluation criteria chosen for basis of award.

46.1.1. If multiple evaluations are completed the following process will be followed:

- **46.1.1.1.** The first evaluation will be ranked based on the scores from the selection criteria point values. Points are totaled and proposers ranked according to each evaluation committee members total points.

- **46.1.1.2.** **Ranking Method.** The City of Sarasota uses the Dense Ranking ("1223" ranking). In dense ranking, items that compare equal receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee members scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A gets ranking number 1 ("first"), B gets ranking number 2 ("joint second"), C also gets ranking number 2 ("joint second") and D gets ranking number 3 ("third").

- **46.1.1.3.** Subsequent evaluations will be accomplished by simply ranking the proposers. Point values will not be totaled. Proposals will be ranked in sequential order with one (1) being the highest ranking.

46.2. The CITY reserves the right to award to one or multiple proposers at the discretion of the requesting authority and approval of the Purchasing Manager.

46.3. Award of Contract, if made; will be to the most **responsible** and **responsive** proposer(s), taking into account evaluation criteria. In reviewing proposals submitted, the CITY shall take into consideration, when determining the most **responsible** and **responsive** proposer(s), the extent of compliance by each proposer with the requirements of the Minority Business Enterprise Utilization Plan.

46.4. In respect to the proposals, the CITY shall make such recommendations to the City Commission, if applicable, as they shall deem proper, at the earliest practicable meeting of the City Commission. The City Commission shall elect to reject all proposals, accept the proposal of the most **responsible** and **responsive** proposer, or readvertise the project for new proposals. In the event the most
responsible and responsive proposal for a project exceeds the available funds, the CITY, may negotiate an adjustment of the proposal price with the most responsible and responsive proposer, in order to bring the total cost of the project within the amount of available funds.

46.5. Exception Scoring RFP Proposal (CCNA)

46.5.1. If only one proposal is received the RFP Committee may choose to accept the proposal without scoring using the following procedures.

46.5.1.1. Evaluation Meeting 1 (Shortlist Meeting) the Committee will decide whether to interview the single proposer or reissue the solicitation.

46.5.1.2. Evaluation Meeting 2 (Interview Meeting) the Committee will interview the single proposer and approve or disapprove with a documented yes/no supermajority vote.

47. SCRUTINIZED COMPANIES

47.1. Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

47.2. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Form #5A is provided for the proposer’s convenience.

48. CONTRACTS FOR SERVICES (SECTION 119.0701, FLORIDA STATUTES)

48.1. This statute requires any public agency (which includes municipalities) to; in addition to other contract requirements provided by law, include a provision in each contract for services that requires the contractor to comply with the public records laws. Specifically, the contract must require the contractor to:

48.1.1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

48.1.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

48.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

48.1.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
## Scoring Criteria

<table>
<thead>
<tr>
<th>Category</th>
<th>Category Title</th>
<th>Category Description</th>
<th>Proposal Tab(s)</th>
<th>Points (CCNA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Qualifications of Company</td>
<td>Includes company qualification and company information. Company Introduction and Executive Summary.</td>
<td>Tab I and II</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Personnel</td>
<td>Personnel qualifications.</td>
<td>Tab III</td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>Services/References</td>
<td>Services (past projects) and references that support your comments on the products or services you provide. Past customers related experience with your company.</td>
<td>Tab IV and V</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>Proposal Requirements</td>
<td>Details on how you plan to provide your products or services based on the specifications or scope of work provided in this solicitation or proposal request.</td>
<td>Tab VI</td>
<td>20</td>
</tr>
<tr>
<td>5</td>
<td>Minority Business Preference</td>
<td>Registered in accordance with Florida State Law as a minority business.</td>
<td>Tab VII</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>1. Local Preference (Non-CCNA)</td>
<td></td>
<td>Tab VII</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>2. Location Points (CCNA)</td>
<td>Calculation of points base on the local preference (Non-CCNA) or location points (CCNA) as described in the Terms and Conditions. Section 43</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Score 100

Scoring categories correspond to proposal tabs as set in section 6 of the Terms and Conditions.
Forms Sections

Part I – Required Forms

Part II – Samples, Examples, and Helps
**Part I Forms – Required Forms**

These forms are required and should be submitted with all proposals. If it is determined that forms in this section are not applicable to your company then you should return the form with your proposal and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your RFP package.

**Form# 1 – Response Form (2 pages)**

This is a required form that must be returned with your RFP package. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations – [http://www.sunbiz.org](http://www.sunbiz.org). All signatures must be by an authorized company representative.

**Form# 1A – Non-submittal**

Use only if you have chosen not to submit a response.

**Form# 2 – Form 3A Interest in Competitive Bid for Public Business (1 page)**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**Form# 3 – Non-Collusive Form (1 page)**

Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

**Form # 4 – Public Entity Crimes (2 pages)**

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal 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 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**Form# 4A – Negligence or Breach of Contract Disclosure Form (1 page)**

Required Form. The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation write “None” on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put “See Attached Listing” in the blocks where you would normally have put none.

**Form# 5 – Drug Free Workplace Certification (1 page)**

Self explanatory. Required Form. The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with you RFP package. If your company has a Program, sign and return the form.

**Form# 5A – Scrutinized Companies Certification (1 page)**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

**Form# 6 – Office Location Certification**

Require Form. Complete this form in order to qualify for office location points.

**Form# 7 – Minority Business Enterprise Utilization Plan (1 page)**

Self explanatory. Required Form.

**Form# 8 – Contractor/Vendor References (1 page)**

This form is used in conjunction with Form#9. It must be completed in its entirety.
Form# 9 – Reference Survey (1 page)

Provide this form to a minimum of three of the four references listed on Form# 8. The references will need to return this forms to the buyer listed on the form. This form will not be turned in with the RFP package.

1. Complete “Section 1” prior to providing form #9 to references. This is the reference’s information not the proposer’s information.
2. In the “Subject” block enter the name of the project the Proposer completed for that reference.
3. Section 2 is the name of the proposer.
4. The reference should complete Section 3 and return directly to the City of Sarasota.
5. Form#9 should not be returned by Proposer. A minimum of 3 reference responses must be returned no later than 7 calendars days after opening date. **Failure to obtain reference surveys may make your company non-responsive.**
6. Section 4 is for the reference to print and sign name.

Form# 10 – RFP Label (1 page)

Self explanatory. Required Form.

Form# 13 – Subcontractors List (1 page)

Required if you are using sub-contractors or sub-consultants. Please ensure that this form is completed in all columns. If a subcontractor qualifies as an MBE Contractor you must attach the current MBE Certification Certificate for single projects. No points will be awarded for MBE sub-consultants on continuing services contracts, only the prime consultant.

Forms Not Used for CCNA

Form #11
Form #12
Forms #14-18
Company Name: 

Date Submitted: 

PROJECT IDENTIFICATION: RFP #: 16-61CM 

RFP NAME: St. Armand's Parking Structure Architectural Consultant 

COMPANY NAME: 

NAME & TITLE: (TYPED OR PRINTED) 

BUSINESS ADDRESS: (PHYSICAL) 

CORPORATE OR MAILING ADDRESS: SAME AS PHYSICAL 

ADDRESS MUST MATCH SUNBIZ 

E-MAIL ADDRESS: 

PHONE NUMBER: 

FAX NUMBER: 

In submitting this proposal, Proposer makes all representations required by the Instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the RFP Documents and of the following addenda:


City of Sarasota, Sarasota, Florida 

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this Request for Proposal (RFP) as Principal, and that this RFP is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein are contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the city provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: 

(1) Employer Identification Number -OR- (2) Social Security Number: 

** The City of Sarasota collects your social security number for tax reporting purposes only 

ALL BIDS MUST BE SIGNED, SEALED AND EXECUTED BY A CORPORATE AUTHORITY. 

Where Proposer is a Corporation, add: 

Authorized Proposer: 

Company Name: (Name printed or typed) 

Proposer: (Name printed or typed) 

(Seal) 

Authorized Signature and Proposer Title 

Attest: Secretary 

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations. Please refer to website: www.sunbiz.org
STATEMENT OF NO RESPONSE

If you do not intend to submit a bid or proposal on this requirement, please complete and return this form by the bid or proposal opening deadline to the:

City of Sarasota Purchasing Division
1565 1st Street Room 205
Sarasota, Florida 34236

This form may be faxed to (941) 954-4157.

Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your firm for being able to participate in the protest of this bid or proposal in accordance with the City of Sarasota Procurement Ordinance 12-5009.

WE, the undersigned, have declined to bid on this solicitation for the following reason(s):

______ We do not offer this product or an equivalent
______ Our workload would not permit us to perform
______ Insufficient time to respond to the Invitation for Bid or Request for Proposal
______ Unable to meet specifications (explain below)
______ Other (specify below)

Remarks
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________

COMPANY NAME

ADDRESS

TELEPHONE

SIGNATURE/TITLE

DATE
**FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS**

<table>
<thead>
<tr>
<th>LAST NAME, FIRST NAME, MIDDLE NAME</th>
<th>OFFICE POSITION HELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAILING ADDRESS</td>
<td>AGENCY</td>
</tr>
<tr>
<td>CITY, ZIP, COUNTY</td>
<td>ADDRESS OF AGENCY</td>
</tr>
</tbody>
</table>

**WHO MUST FILE THIS STATEMENT**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

**INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Florida Statute (1983))**

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:

2. The person submitting the bid is: Name Position

3. The business entity with which the person submitting the bid is associated is:

4. My relationship to the person or business entity submitting the bid is as follows:

5. The nature of the business intended to the transacted in the event that this bid is awarded is as follows:
   a. The realty, goods and/or services to be supplied specifically include:
   b. The realty, goods and/or services will be supplied for the following period of time:
   c. Will the contract be subject to renewal without further competitive bidding? Yes No if so, how often?

6. Additional comments:

7. Signature Date Signed Date Filed

**FILING INSTRUCTIONS**

If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

**NOTICE:** UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $5,000.00.
Form# 3 – Non-collusive Affidavit

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of ________________________
County of ________________________
________________________________, being first duly sworn, deposes and says that they are
________________________________, the party making the fore-going solicitation

(Partner or officer of the firm, etc.)

is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed,
directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding,
and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or
conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix
overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any
advantage against the City of Sarasota of any person interested in the proposed contract; and that all statements in
said solicitation are true.

(Contractor/Vendor, if the Contractor/vendor is an individual;
Partner, if the Contractor/vendor is a partnership;
Officer, if the Contractor/vendor is a corporation)

________________________________
(Company Name)

STATE OF ________________________
COUNTY OF ________________________

The foregoing instrument was acknowledged before me this ___ day of _____________ by
________________________________ (name and title of corporate officer) of ________________________
(name of corporation), a ____________________ (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced __________________ (type of identification) as
identification.

________________________________
(Signature line for notary public)

________________________________
(Name of notary typed, printed or stamped)

________________________________
(Title or rank)

My commission expires:

________________________________
(Serial number, if any)
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to ________________________________
   (Print name of the public entity)

   by ________________________________
   (Print individual’s name and title)

   for ________________________________
   (Print name of entity submitting sworn statement)

   whose business address is ________________________________

   (If applicable) its Federal Employer Identification Number (FEIN) is ________________________________

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime:
      or:

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a join venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (Please indicate which statement applies.)**

    ______ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

    ______ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

__________________________________________
(Signature)

__________________________________________
(Date)

STATE OF ________________________________
COUNTY OF _______________________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, ______________________ (Name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on this ________ day of ________________, 20__.

__________________________________________
(NOTARY PUBLIC)

My Commission Expires: ________________________________
**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM**

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Your Company Name</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Type of Incident</td>
<td>Place an X in the appropriate block. Alleged Negligence Breach of Contract</td>
</tr>
<tr>
<td>3.</td>
<td>Date of Incident</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Who Took Action Against Your Company? (Include name, state, and City.)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>What was the initial circumstance for this action?</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>What was the final outcome of this action?</td>
<td></td>
</tr>
</tbody>
</table>

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write “NONE” on the page and return it with the company name completed.

Page Number: [ ] of [ ]

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

**Alternate Reporting:** If you have too many lawsuits report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the plaintiff (Do not include litigation with your company as the plaintiff), Date of filing, initial reason for circumstances, final outcome. Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, “See Enclosed Spreadsheet” if you use this alternate method.
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

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

4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CONTRACTOR VENDOR NAME

AUTHORIZED SIGNATURE
CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Name: __________________________________________________________________
Respondent's Authorized Representative Name and Title:____________________________________
__________________________________________________________________________________
Address:  __________________________________________________________________________
City: _________________________ State: _____________________________ Zip:  ______________
Phone Number: _______________________________   Respondent FEIN:  _____________________
Email Address:______________________________________________________________________

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or
services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the
Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created
pursuant to section 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified
above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized
Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section
287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties,
attorney's fees, and/or costs.

Certified By: _______________________________________________________________________,
who is authorized to sign on behalf of the above referenced company.

Authorized Signature:_______________________________________________________________
Print Name and Title:_______________________________________________________________
Office Location Certification: Note: If you respond “No” to any of the above questions, you are not eligible for office location points. Locations are subject to physical verification by the City of Sarasota.

Number of Employees: The physical office location you are proposing for location points must have at least two full-time employees.

- Does this location meet this requirement? Circle one: Yes  No

Location One Year: The location you are proposing for points must have been opened for a minimum of one year. You must provide a business tax/occupational license form OR lease document that shows the location address, effective date one year prior to RFP due date.

- Does this location meet this requirement? Circle one: Yes  No

Commercial Location: The location must be a commercial office location. It cannot be a private residence, a ghost office or shared with another business.

- Does this location meet this requirement? Circle one: Yes  No

Radius Requirement: The location must be within a radius of 80 miles from the City of Sarasota City Hall at 1565 1st Street, Sarasota, FL 34236 in order to receive any points.

- Does this location meet this requirement? Circle one: Yes  No

Definitions

Full-time Employees: A Full-time employee is defined as an individual that receives an IRS form W-2 from your company each year and who work greater than 31 hours per week and greater than 1561 hours per year.

Part-time Employees: A part-time employee is defined as an individual working less than 30 hours per week or less than 1560 hours per year.

Expected New Hire Employees: Employees expected to be hired to complete the work specified in this proposal.

Employee Residence Statistical Survey: List number of employees in each category

<table>
<thead>
<tr>
<th>Category</th>
<th>City of Sarasota Residents</th>
<th>County of Sarasota Residents</th>
<th>Non-Local Residents</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Full-time Employees</td>
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<tr>
<td>Current Part-time Employees</td>
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<tr>
<td>Expected New Hire Full-time Employees</td>
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<tr>
<td>Expected New Hire Part-time Employees</td>
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<tr>
<td>Sub-Contractor’s Full-time Employees</td>
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<td>Sub-Contractor’s Part-time Employees</td>
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MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN

NOTE: THIS FORM MUST BE SUBMITTED WITH THE BID FORM OR RFP SUBMISSION

Provide a copy of the State of Florida certification for each subcontractor listed certified in accordance with Section 287.0943 or 287.0943(1), Florida Statutes.

<table>
<thead>
<tr>
<th>Minority Subcontractor</th>
<th>Description of Work/Services/Goods</th>
<th>Allocation of Cost/Percent of Value</th>
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<tbody>
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For this submission please provide:

- TOTAL Allocation of Contract Cost
- OR TOTAL PERCENT of Contract Value

(Please print or type all information.)

Signature

Company Name

For continuing service solicitations no points will be given for sub-consultants or subcontractors, only the prime consultant will be awarded points provided they have a State MBE certificate.
Proposer References

Name of Company Submitting bid: __________________________________________________

<table>
<thead>
<tr>
<th>Contact Person &amp; Title:</th>
<th>Phone No.</th>
<th>Email Address</th>
<th>Company Name:</th>
<th>Fax No.</th>
<th>Mailing Address:</th>
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City: __________________ State: ____________ Zip: ______

Type of commercial work contracted:

<table>
<thead>
<tr>
<th>Contact Person &amp; Title:</th>
<th>Phone No.</th>
<th>Email Address</th>
<th>Company Name:</th>
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City: __________________ State: ____________ Zip: ______

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</table>

City: __________________ State: ____________ Zip: ______

Type of commercial work contracted:

Proposer must provide Form# 9, Reference Survey, to a minimum of three of the references listed above. Three of the surveys must be returned to the Purchasing Division to be reviewed with your proposal. References should return the surveys direct to the Purchasing Division. Failure to obtain reference surveys 7 days after the opening date may make your company non-responsive.
FROM: 
COMPANY: 
PHONE #: 
FAX #: 
EMAIL: 

TO: Carlos Marmolejos 
DATE: August 15, 2016 
TOTAL # PAGES: 1 
PHONE #: 941-954-4151 
FAX #: 941-954-4157 
EMAIL: carlos.marmolejos@sarasotagov.com

SUBJECT: Reference for work completed regarding (Your project name): 

Additional Details:____________________________________________________________________________.

You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Sarasota Project:

The City of Sarasota, Florida, is seeking Professional Engineering consultant services, in accordance with the provisions of the Consultant’s Competitive Negotiations Act (CCNA), from qualified Professional Engineering firms for bridge repairs, box culvert rehabilitation and maintenance plans.

Section 2 Company you are providing a reference for: _____________________________________________

Section 3 Indicate: “YES” OR “NO”

1. Was the scope of work performed similar in nature?

2. Did this company have the proper resources and personnel by which to get the job done?

3. Were any problems encountered with the company’s work performance?

4. Were any change orders or contract amendments issued, other than owner initiated?

5. Was the job completed on time?

6. Was the job completed within budget?

7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)

8. If the opportunity were to present itself, would you rehire this company?

9. Please provide any additional comments pertinent to this company and the work performed for you:

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Carlos Marmolejos
EMAIL: carlos.marmolejos@sarasotagov.com
or FAX # 941-954-4157

Reference Print Name ___________________________________________________________
Reference Signature: ____________________________________________________________

Please do not submit City of Sarasota Employees as references.
Cut along the outer border and affix this label to your sealed RFP envelope to identify it as a “Sealed Request for Proposal”.

<table>
<thead>
<tr>
<th>Request for Proposal • DO NOT OPEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEALED RFP NO.: 16-61CM</td>
</tr>
<tr>
<td>RFP TITLE: St. Armand’s Parking Structure Architectural Consultant</td>
</tr>
<tr>
<td>DUE DATE/TIME: Prior to: 10:30 am</td>
</tr>
<tr>
<td>August 15, 2016</td>
</tr>
<tr>
<td>SUBMITTED BY: (Name of Company)</td>
</tr>
<tr>
<td>E-mail Address:</td>
</tr>
<tr>
<td>Contact phone #:</td>
</tr>
<tr>
<td>DELIVER TO: City of Sarasota</td>
</tr>
<tr>
<td>Attn: Purchasing</td>
</tr>
<tr>
<td>1565 1st Street, Room 205</td>
</tr>
<tr>
<td>Sarasota FL 34236</td>
</tr>
</tbody>
</table>

**PLEASE PRINT CLEARLY**
<table>
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<tr>
<th>Subcontractor Name</th>
<th>Area Of Work</th>
<th>Point Of Contact Or Project Supervisor</th>
<th>Phone Number and Email</th>
<th>Qualified MBE Yes/No</th>
<th>Amount or Percentage of Total Bid</th>
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Please include subcontractors name, area of work (i.e. mechanical, electrical, etc..) and a **valid** phone number and email. Also include the dollar value or percentage that the subcontractor will be performing. If subcontractors qualify as MBE contractors, please attach a current certificate.
Part II – Samples, Examples, and Helps

Form# 19 – RFP Withdrawal Request
Self explanatory.

Sample# 1 – Sunbiz.com Registration
Self explanatory.

Sample# 2 – Proposer Checklist
Self explanatory.
RFP WITHDRAWAL REQUEST

Date: ____________________________

RFP Number and Title:

16-61CM St. Armand's Parking Structure Architectural Consultant

I ____________________________, an authorized signer for ______________, wish to withdraw my paper RFP on the project listed above. Upon withdrawal I authorize my representative, ____________________________, to take possession of our RFP.

Print Authorized Signer’s Name Here
Print Contract/Vendor’s Name Here

Attached is a copy of proper identification (government issued identification) for the purpose of claiming the RFP. I understand that if no one is present to take possession of the withdrawn RFP, the RFP will be disposed of in a proper manner, by the City, twenty-four (24) hours after the RFP opening date and time.

Type Name of Authorized Representative

Authorized Signature
Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number: 655555
FEI/EIN Number: 511111111
Date Filed: 09/22/1980
State: FL
Status: ACTIVE
Last Event: AMENDED AND RESTATED ARTICLES
Event Date Filed: 07/25/2006
Event Effective Date: NONE

Principal Address

555 N Main Street
Your Town, USA 99999
Changed 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999
Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA 99999
Name Changed: 12/14/2006
Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P
President, First
555 AVENUE
Anytown, USA 99999

Title V
President, Second
555 AVENUE
Anytown, USA 99999
**Contractor/vendor Checklist.**
Below is a checklist to help you remember everything your company needs to complete this solicitation. This checklist is only a guide. The proposer is still responsible for meeting any requirements that may be omitted on this list, whether by accident or design. All items on this list may not be applicable.

<table>
<thead>
<tr>
<th>QUESTIONS</th>
<th>CHECK MARK-CONFIRMATION</th>
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<tr>
<td>Has the delivery date, time, and address been noted?</td>
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<td>Have you checked your proposal for proper organization, tabs are correct?</td>
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<td>If service, product, commodity, or equipment deviates from the specifications or scope of work, have you listed the deviations and page number where they are located?</td>
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<td>Are you in compliance with the page limitations?</td>
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<td>Confirmation of one original and five copies of proposal (include electronic copy) and that they are labeled as such.</td>
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<td>Have you made sure your corporate address matches your Sunbiz information?</td>
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<td>Disclosure of confidential &amp; proprietary information not subject to public disclosure and specific reference to state statute authorizing said exemption</td>
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<td>If descriptive literature has been requested, has it been attached to the RFP proposal?</td>
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<td>Has the RFP been signed, including the executive summary letter?</td>
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<td>Confirmation of providing special documentation requested specific to project</td>
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<tr>
<td>Are you registered on DemandStar to received addendums?</td>
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<tr>
<td>Form #1 - Has the RFP been completely filled out on the RFP form?</td>
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<td>Confirmation of receipt of all addenda, as applies (See form #1)</td>
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<td>Form #2 - Competitive Bid (This is a mandatory State Form)</td>
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<td>Form #3 - Non collusive affidavit</td>
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<td>Form #4 - Sworn statement public entity crimes</td>
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<td>Form #4A - Have you completed form #4A or an equal spreadsheet?</td>
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<td>Form #5 - Confirmation of drug free policy</td>
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<tr>
<td>Form #5A - Scrutinized Companies Certification (This is a mandatory State form)</td>
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<td>Form #6 - Office Location Certification</td>
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<td>Form #7 - Minority business utilization plan. Related MBE State Certificates</td>
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<td>Form #8 - Contractor/Vendor References</td>
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<td>Form #9 - Has all your references been sent a form #9 to return to the City?</td>
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<tr>
<td>Form #10 - Have you completed the requested identification data on the front of the RFP envelope (see form #10) and the RFP form page of the RFP documents?</td>
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<td>Form #13 - Subcontractors or sub-consultant listing</td>
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<td>Sample #1 - Copy: company state registration certificate authorized to do business in Florida (Sunbiz.com)</td>
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<td>Have all areas of the RFP forms and related documents been signed off by an authorized agent of the company and / or witnessed/ notarized where applicable?</td>
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<td>Has the RFP been submitted in a sealed envelope/box?</td>
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City of Sarasota Purchasing Division
Survey Form (optional)

Solicitation #:16-61CM Title: St. Armand's Parking Structure Architectural Consultant

1. How did you hear about this solicitation? (circle all that apply)
   a. E-gov (City Email System)
   b. Florida Purchasing Group (Bidnet)
   c. DemandStar (Onvia)
   d. Newspaper Advertisement
   e. Other: Please Specify: ____________________________

2. How did you receive the solicitation package? (circle all that apply)
   a. Florida Purchasing Group (Bidnet)
   b. DemandStar (Onvia)
   c. It was emailed to me.
   d. I stopped by the Purchasing Division and picked up a copy.
   e. Other: Please Specify: ____________________________

3. How easy was the solicitation package to understand?
   a. Very easy to understand.
   b. Somewhat easy to understand.
   c. About average.
   d. Somewhat difficult.
   e. Very difficult.

4. How would you rate the Purchasing Divisions Service in comparison to other City services?
   a. Much higher.
   b. Somewhat higher.
   c. Same
   d. Somewhat lower.
   e. Much lower.

5. How satisfied are you with the following:

<table>
<thead>
<tr>
<th>Items</th>
<th>Very Unsatisfied</th>
<th>Unsatisfied</th>
<th>Neutral</th>
<th>Satisfied</th>
<th>Very Satisfied</th>
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<td>Vendor Service Experience</td>
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<td>Timely Communications</td>
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<td>Professionalism</td>
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<td>Knowledge</td>
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<td>Quality of Service</td>
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<td>Understanding of Vendors needs</td>
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<td>Overall experience</td>
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6. Please help us to improve our solicitation process. What did you like best about your experience with the City of Sarasota solicitation?

___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

7. Please help us to improve our solicitation process. What did you like least about your experience with the City of Sarasota solicitation?

___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________

8. Would you like a follow-up phone call about your survey comments? (circle one)
   a. Yes
   b. No

9. If yes, please provide:
   a. Company Name:________________________________
   b. Contact Name:__________________________________
   c. Phone Number:__________________________________
   d. Email:________________________________________

Thank you for your participation in the City of Sarasota Purchasing Division’s solicitation process. We welcome your feedback. You may return this survey with your solicitation or if you wish to remain anonymous you may return it to:

City of Sarasota
Attn: Purchasing Survey
1565 1st Street Room 205
Sarasota, FL  34236
16-61CM

St. Armand's Parking Structure Architectural Consultant

City of Sarasota, Florida
Scope of Work and Specifications

Prepared by:
City Manager Department
Part I – Introduction

The City of Sarasota, Florida, is soliciting proposals from registered Architects/Engineer to provide usual and customary engineering and architectural services for design, permitting and construction for the St. Armand’s Parking Structure, all in accordance with the provisions of the Consultant’s Competitive Negotiations Act (CCNA). The chosen firm will work in concert with the City’s Construction Manager at Risk to complete the project.

In 2015 the City commissioned a parking feasibility study to determine how to improve the parking, circulation and to potentially build a parking structure in the St. Armand’s Key shopping district. A study was performed by Kimberly Horn and Associates (KHA) which determined the potential for constructing a 521 space parking garage in St. Armand’s Key. Along with other recommendations, the plan also provided for improvements in crosswalks, signage, and on-street parking space modifications. Installation of public restrooms is included in this project. In addition to the parking structure, the project will include managing the subterraneous placement of overhead electrical power lines running from “Coon Key” bridge on John Ringling Blvd to the intersection of North Adams and John Ringling Blvd.

The facility is less than one half mile from the Gulf of New Mexico making salt particulate a major concern in the long term integrity of the concrete structure. A key feature of this facility to factor in the design is the adjacent neighborhood/homes across the street; how to provide a sufficient level of neighborhood and commercial district adaptability.

Part II – General Description

1. The Architect/Engineer shall perform all necessary architectural and engineering service, required for the design and construction of designated project(s), which shall include, but not be limited to, the necessary conferences, consultation, preparation of preliminary studies, working drawings, specifications, scale and detail drawings, estimate of costs, studies related to traffic circulation, or drafting forms of proposals. Space planning assistance and analysis services may also be required.

2. The City of Sarasota may or may not require the prospective Architect to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.

3. Discussion of the firm’s architectural experience with a list of specific parking garage projects. (Tab VI)

4. Consultant must be registered under the State of Florida to perform the professional services required for these services. A copy of the Registration must be included with submission. (Tab II)

5. The Architect/Engineer warrants that he/ she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time and provide Contract Administration in related projects. For each person assigned to project, list the employee’s participation in engineering, architectural, traffic and parking industry associations.
6. The proposer should anticipate use of the parking and engineering industry’s best practices in the development and design for this project. The City seeks the most effective use of space and design, while encouraging the application of green building designs and technologies, ease of ingress/egress and access, integration of acceptable CPTED solutions and providing cost efficiency.

7. Provide a description and dollar amount of any and all projects, which have been designed, or currently being done during the past five (5) years. Include beginning budget amount, ending amount, number of parking spaces, special feature designs, and owner induced changer order versus engineer induced amounts. *(Tab VI)*

**Part III – Scheduled Term of Services**

Contract is anticipated to be let no later than October 2016, with work proceeding immediately thereafter. The firm will submit a design reaching 100% completion which is acceptable to the City and or CMR. In order to obtain a Guaranteed Maximum Price (GMP) from the Construction Manager at Risk (CMR) no later than August 2017. Services will be rendered to completion in all phases of the scope of work outlined.

**Part IV – Multiple Funding Sources**

1. Projects may have multiple funding sources such as:
   a. Local Area Program (LAP) grants.
   b. Florida Department of Transportation (FLDOT) grants
   c. State Revolving Funds (SRF) loans
   d. Water Management District grants and awards
   e. Legislative Grants and Awards

As a result, projects may be subject, but not limited, to the following:
   a. Florida Department of Transportation regulations.
   b. Florida Department of Environmental Protection regulations.
   c. Water Management District regulations.
   d. Enterprise Participation.
   e. Certificate of Contracts, Grants, Loans, and Cooperative Agreement.
   f. Disclosure of Lobbying Activities.
   g. Disadvantage Business Enterprise (DBE) Goals.

2. Describe the Consultant’s understanding and approach with multiple funding sources. *(Tab VI)*

3. Describe the Consultant’s experience in working with the various agencies and programs pertaining to this assignment. *(Tab VI)*

**Part V – Technical Approach and Cost Controls (Tab VI)**

1. Technical Approach
   a. Describe the Consultant’s Technical Approach and understanding of this project and what you intend to do.
b. Describe the Consultant’s understanding of a project’s scope.
c. Describe how the Consultants plans to perform the services required in a project scope.
d. Describe specialized problem solving required in any phase of a project.
e. Describe the quality control procedures that will be used to assure the accuracy and adequacy of the work that you and your consultants propose to perform.
f. If funded by LAP, demonstrate experience with FDOT Plans Preparation Manual and LAP requirements.
g. Provide/describe experience for each particular project the consultant has worked on that is similar in nature of the work request.

2. Cost Control
   a. This category of the proposal evaluation criteria has two components. The Consultants shall:
      i. Provide comparisons of bid award amount to final cost estimate and final contract amount (include change orders) for projects designed by the Consultants during the past five (5) calendar years. The Consultants may provide justification for any discrepancies that may exist with this information. Component One should be subdivided as follows:
         1. Cost Control of the Design Process
         2. Describe how you will control expenditures for this project within your organization for work hours, other direct costs, and all other costs associated with the basic services fee that you will negotiate with the City.
      ii. Cost Control of the Construction Component
         1. Describe how often you make estimates of probable costs to construct the project as design progresses and compare these to the budget for the project.
         2. Describe what corrective actions you can take if it appears that the budget will be exceeded or that the project scope can be achieved at a much lower cost than what was discussed during negotiations.
      iii. Using the format headings below, complete the information requested for projects designed by the Consultant within the last five (5) calendar years:
         1. Name of Project
         2. Month and Year of Bid
         3. Number of Bids
         4. Final Cost Estimate
            The final cost estimate would be the estimated construction cost your firm provided to the Project Owner for use at the bid opening and would contain all adjustments to earlier estimates caused by addenda issued during the bidding time for the project.
         5. Bid Award Amount Final
         6. Final Contract Amount including Change Orders
   b. Describe cost control and cost estimating techniques to be used for this project. The response shall be subdivided and responded to as follows:
      i. The Consultant shall describe their specific Cost Estimating and Control process.
ii. As engineering professionals use a variety of cost estimating techniques, including those described below, what specific techniques does the Consultant use and why?
1. In-house databases from bid prices on projects designed by the firm;
2. Estimating data published by specialists in construction estimating such as Means, Building News, etc.;

Part VI – Consultant’s Services in Phase of Projects (explain in tab VI)

City will provide the Project description. The phases listed below are services that may be required by the City. Not all of the services listed will necessarily be required for every project or assignment. In some cases, additional services may be required to be incorporated into the project at the discretion of the City.

1. Pre-design Services
   a. Data collection and programming for the project to include:
      i. Project coordination meetings with local agencies and owner representative.
      ii. Review and presentations as required to stakeholders and owner.
      iii. Local neighborhood and community meetings as required.
      iv. Prepare a scope design concept or preliminary design report
   b. Site Analysis Services
      i. Collecting site data to include:
         1. Boundary surveying
         2. Topographical surveying
      ii. Site Studies
         1. Environmental
         2. Traffic
      iii. Preparation of site plans and possible construction plan.
      iv. Meet and coordinate with private and public utilities.
      v. Permitting applications (approvals and presentations)

2. Basis of Design Report (BODR)
   a. Consult with staff and advisory personnel to result in development of alternatives, preliminary studies, sketches, or plans of the project.
   b. Research the project alternatives and make recommendations to the City on the options and alternatives developed throughout this phase.
   c. Prepare Basis of Design Criteria developed for the alternative designs and cost estimates for the options.
   d. Attend all public hearings and public meetings related to the project.
   e. Conduct necessary field reviews.
   f. Confer with the sponsor on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters; meet with the concerned agencies and parties on matters affecting the project.
g. Provide a Basis of Design Report furnishing the recommendation of the preferred project alternative and the basis of design criteria.

h. Assist in identifying possible required right-a-ways in BODR.

3. Preliminary Design/Development Phase (Estimated 30%)

a. Consult with staff and advisory personnel to result in preliminary studies, sketches, or plans of the project.

b. Research the project and make recommendations to the City throughout this phase.

c. Prepare a conceptual design and construction cost estimate.

d. Attend all public hearings and public meetings related to the project.

e. Conduct necessary field reviews.

f. Conduct pre-application meeting with permitting agencies.

g. Confer and coordinate with the sponsor on project requirements, programming, finances, schedules, early phases of the project, and other pertinent matters; meet with the concerned agencies and parties on matters affecting the project.

h. Collect data and undertake field investigations; geological engineering and surveys; and architectural, engineering, land surveys, and environmental studies.

i. Plan, procure, and/or prepare necessary surveys, geological engineering investigations, field investigations, and architectural and engineering studies required for preliminary design considerations.

j. Develop design schematics, studies, sketches, and exhibits, lists of environmental and aesthetic considerations, project recommendations, preliminary layouts, and updated cost estimates.

k. Assist the City in the preparation of all necessary and required documents for State and federal grants, including Disadvantaged Business Enterprise (DBE) plan and goals, and exhibits.

l. Develop source documentation related to the design of the project including:
   i. Cover Sheet, index map, table of contents, and legend
   ii. Survey base map showing apparent rights-of-ways, site information, existing utilities, all survey elements including existing and proposed easements
   iii. Conceptual plan views and plan layout of the proposed improvements and facilities
   iv. Other conceptual design information
   v. Ensure that current standards and codes are use in specifications

m. Submit final preliminary phase documents and recommendations to City for review and approval prior to finalization by the Consultants.

n. Meet with Purchasing Division to review consultant checklist and requirements.

o. All other services as identified by the City Projects.

p. Make necessary revisions in a timely manner based on the City’s 30% review. The project manager will inform the consultant on completion time in writing.

q. Make the City aware of any restrictions related to site conditions that may be found in the public records of this County, and if there may be any additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies.

4. Intermediate Design (60% and 90%) Phase

a. Refinement of preliminary schematics design with staff and advisory personnel. Scaled facility layout plans. Scaled floor plans and elevations of the interior space
utilizations by occupants, selections of building systems. Discussion of cost effective and functional methods to promote the use of green materials through innovative architectural processes. Strive to meet LEED standards and Energy Star optimum rating standards **whenever cost effective**.

b. Schedule and attend meetings and design conferences to obtain information and to coordinate or resolve design matters.

c. Prepare necessary reports and recommendations.

d. Ensure red, green, and brown colored marked up plans and utility relocation schedules to all agencies are prepared and submitted as required.

e. Prepare plans, specifications, and verify cost estimates as appropriate for 60% design including:
   i. Incorporation of City’s 30% review comments
      1. Complete incorporation of the 30% comments and changes in a timely manner. The Project Manager and consultant will
   ii. Incorporation or modifications based on preliminary discussions with regulatory agencies during pre-application meeting.
   iii. Cover Sheet, index map, table of contents, and legend
   iv. Survey base map showing apparent rights-of-ways, existing facilities, existing improvements, existing utilities, all survey elements including existing and proposed easements, as necessary.
   v. Table of Contents of Technical Specifications
   vi. Subsurface Utility Engineering data and information
   vii. Geotechnical Investigation data and information
   viii. Plan view and profile view of proposed improvements and facilities with layout dimensions
   ix. Proposed typical sections of the improvements and facilities

f. Prepare construction plans and outline specifications and submit to City for review and approval.

g. Prepare plans, specifications, and verify cost estimates, and construction documents to 90% level including:
   i. Incorporation of the City’s 60% review comments.
   ii. Final plan, profile, site plan, floor plans, views of the proposed facilities and improvements
   iii. All typical section detail sheets
   iv. All proposed construction detail sheets
   v. Construction Cost Estimate including quantity take-offs
   vi. Bid form
   vii. Completed general notes for the plans
   viii. A set of technical specifications in word format
   ix. Completed Permit Applications for Applicable Regulatory Agencies
   x. Measurements and Payment section to show where items are to be placed on bid form.

h. Prepare final construction plans and specifications and submit to City for review and approval prior to finalization.

i. Preparation of final construction documents to include working drawings, supplemental general conditions, special provisions, and technical specifications.
j. All other approvals as necessary to complete the project.

k. Completed Consultant Worksheet.

l. Conduct a detailed value engineering analysis, if applicable and if requested. Print, bind as necessary, and provide all necessary copies of engineering drawings and contract technical specifications, and construction documents.

5. Final Design (100%) Phase
   a. Prepare plans, specifications, cost estimates, and construction documents to 100% level of design including:
      i. Incorporation of the City’s 90% review comments.
      ii. Six (6) complete original signed and sealed 22” x 34” sized set of the construction bid documents comprising of technical specifications and drawings.
      iii. Final construction drawings, technical specifications, and construction documents in electronic format and three (3) hard copies of the documents in 22” x 34” size. Two (2) sets of reduced (11” x 17”) construction drawings will also be provided.
      iv. Final technical specifications in word format will be provided.
      v. Final opinion of probable cost of construction cost with detailed quantity take-offs.
      vi. A blank bid form will also be developed in MS Excel.
   b. Additional copies of final signed and sealed documents will be prepared on behalf of the City for submittal to the other agencies for permitting prior to bidding of the project.
   c. Conduct necessary field reviews.
   d. Attend public hearings and public meetings related to the project.
   e. Provide all necessary land surveys and legal descriptions for right-of-way and easement acquisitions.
   f. Prepare final construction plans and specifications and submit to City for review and approval prior to finalization.
   g. Ensure red, green, and brown colored marked up plans and utility relocation schedules to all agencies are prepared and submitted as required.
      i. Submit Permit Applications to and respond to all subsequent Requests for Additional Information from State, Federal, and Local reviewing agencies, as appropriate.
      ii. Conduct all necessary field reviews.
      iii. Attend public hearings and public meetings related to the project.
      iv. Provide all necessary land surveys and legal descriptions for right-of-way and easement acquisitions.
      v. Prepare final construction plans and specifications and submit to City for review and approval prior to finalization.
      vi. Preparation of final construction documents to include working drawings, supplemental general conditions, special provisions, and technical specifications.
      vii. All other approvals as necessary to complete the project.

6. Bidding and Negotiation Phase
   a. Provide the City specified number of construction document plan sets, specifications, and the scope of work for this phase.
1. Including bid forms and all document required for the bidding process and in the requested format. (i.e., bid form in Excel)
   b. Assist the Purchasing Division with the preparation of all bid documents as requested.
   c. Ensure that all bid documents meet the Consultant Checklist provided by the Purchasing Division. Copy of the current Consultant Checklist is in Appendix A.
   d. Be present at all pre-bid meetings.
   e. Provide answers to question from the pre-bid meeting and addenda as requested
   f. Be present at the bid opening at the discretion of the City.
   g. Analyze bid results and provide a calculated and verified bid tab in a format as specified by the City.
   h. Verify references and contactor qualifications for the selected project.
   i. Furnish recommendations on the award in writing.
   j. Provide assistance to the City with negotiations, as required.
   k. Prepare a complete set of confirmed construction document plans and specifications to include all changes made through addenda. Ensure that all documents comply with current adopted zoning and permit codes or regulations.

7. Construction Manager at Risk (CMR)
   a. This contract will require the consultant to work with a CMR.
   b. This would eliminate the bid process of the project.
   c. Consultant should be familiar with the CMR process and how it works.

8. Construction Phase
   a. Conduct a post bid/pre-construction conference and provide an agenda and meeting minutes to the City for its review and approval prior to distribution unless otherwise directed by the City. The City may choose to provide the agenda and to record the minutes.
   b. Review and forward for City approval all submittals for the project.
   c. Provide construction staking control points of the project by a Florida licensed Land Surveyor.
   d. Provide construction engineering and inspection of the project by a fully qualified individual with experience in the specialty as required by the City and as approved by the City on one of the following basis:
      i. A construction engineering manager.
      ii. A full time basis by at least one (1) individual. Full time shall be described such that the inspector will be present on the site between 87% and 100% of the time that the contractor is productively working.
      iii. A part time basis by at least one (1) individual. Part time shall be described such that the inspector will be present on the site between 14% and 86% of the time that the contractor is productively working.
      iv. An occasional basis by at least one (1) individual. Occasional shall be described such that the inspector will be present on the site between 3% and 13% of the time that the contractor is productively working.
   e. Provide quality control (testing) services utilizing a qualified testing laboratory located in the State of Florida as approved by the City.
   f. Conduct regularly scheduled project status meetings on a schedule determined by the City and provide an agenda and meeting minutes to the City for its review and
approval prior to distribution. The consultant will provide a construction timeline with milestones.

g. Review and recommend approval to the City, the contractor’s quantities and pay requests.
   i. Furnish record drawings with no disclaimers, unless authorized by the City, based on the contractor’s redlined construction plans and surveys conducted by a Florida licensed Land Surveyor. Such record drawings shall be provided in both hard copy and electronic media acceptable to the City.

h. Construction Observation
   i. Consultant shall observe the construction and ascertain to the best of the consultant’s ability that the project is constructed in accordance with approved plans and specifications.

**Part VII Additional Consultant Requirements**

1. The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Consultant. The Consultant shall also, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other services that may surface throughout the project to include the construction phase.
   a) All original designs, drawings, specifications and services rendered by the Consultant and paid for by the City shall be the property of the City to use in any manner it may deem appropriate.
   b) Drawings and specifications reproduced by the City for permitting purposes shall be signed and sealed by the Consultant as a basic service.

2. Upon completion of the project, the Consultant shall furnish to the City a complete record set of as-built (record) drawings. The City shall be the owner of said documents; however, the Consultant may retain copies thereof. In the event the City uses any designs, drawings or plans prepared by the Consultant for any purposes other than the project, the Consultant shall not be liable for such uses of the designs, drawings or plans.

**Part VIII – Contract Limitations**

1. Contract Limitations
   a. All parties competing for the work are advised that the work may be accomplished over the course of several grant projects, as applicable.
   b. All parties are advised that some of the services listed may not be required and that the sponsor reserves the right to initiate additional procurement action for any of the services included in the initial procurement.
   c. The services are limited to those projects that are expected to be initiated within the specified time after the date the contract is signed by the consultant.
   d. A formal contract will be entered into with the most responsible vendor(s). The submitted Request for Proposal will be attached and become part of the contract.

2. Design with Funding Limitations
   a. The Consultant shall accomplish the design services required so as to permit the award of a contract, using competitive sealed bid or proposal procedures, for the
construction of the facilities designed at a price that does not exceed the estimated
construction contract price. When bids or proposals for the construction contract
are received that exceed funding limitations, the Consultant shall perform such
redesign and other services as are necessary to permit contract award within the
funding limitations. These additional services shall be performed at no increase in
fees. However, the Consultant shall not be required to perform such additional
services at no cost to the City if the unfavorable bids or proposals are the result of
conditions beyond his/ her reasonable control.

b. The Consultant will promptly advise the City if it finds that the project being
designed will exceed or is likely to exceed the funding limitations and it is unable
to design a usable facility within these limitations. Upon receipt of such
information, the City will review the Consultant's revised estimate of construction
cost. The City may, if it determines that the estimated construction contract price
set forth in this contract is so low that award of a construction contract within
such estimate is improbable, authorize a change in scope or materials as required
to reduce the estimated construction cost to an amount within the funding
limitations.

Part IX – Project Time Frames

1. Project Time Frames.
   a. Completion of Preliminary Phase shall be from 30 to 90 days (0% to 25% of
      project time) for each project, depending on the complexity of the project and the
discretion of the project manager.
   b. Completion of Intermediate Phase shall be 30 to 180 days (25% to 75% of
      project time) for each project, depending on the complexity of the project and the
discretion of the project manager.
   c. Completion of Final Phase shall be 30 to 90 days (75% to 100% of project time),
depending on the complexity of the project and the discretion of the project
manager.

Part X – Reimbursable Expenses

1. Reimbursable expenses are to be included in the basic services and include expenses
incurred by the Consultant and the Consultant's employees. Sub-consultants in the
interest of the project.
   a. Expense of reproductions, postal and handling of drawings, specifications and
      other documents. It is anticipated that the City will reproduce the drawings and
      specifications at their own cost.
   b. If authorized in writing in advance by the City, expenses of overtime work
      requiring higher than regular rates.
   c. Expense of models and mock-ups requested by the City in the negotiation of the
      contract will be included in the basic service fee and will not be a reimbursable.
   d. The Consultant may employ mechanical, electrical, plumbing and fire protection
      engineering; interior design services; program and design consulting services;
      which professionals shall be deemed Sub-consultants to the Consultant and not in
privity with the City. The cost of employing these Sub-consultants shall be included in the fee for basic services at a markup no greater than 5%. If requested by the City to address special needs, the Consultant shall provide a listing of specialty tradespersons required to complete the requested Scope of Services. The City reserves the right to replace a sub-consultant.

e. The Consultant shall be solely responsible for the services rendered by the Sub-consultants, and all warranties, indemnification’s, and hold harmless provisions of this agreement shall apply to the same extent to the services of such Sub-consultants, as if performed by the Consultant hereunder, it being the intent that the Consultant perform and be responsible for all of the services rendered hereunder.

f. The Consultant shall submit monthly statements for his services in proportion to the work performed within each phase of services on the basis set forth herein.

g. The City shall, if the billings are in proper order, pay the Consultant's billings upon the next regular scheduled payment cycle as established by the City Finance Department.

h. Payment of work will be done commensurate with the work being completed regardless of title. Example: CAD work pays at CAD operator level.