



Request For Proposal

Department

Type Request for Proposal

*Issued by the City of Sarasota
Financial Administration
Purchasing Division*

Proposal submittals to be received by Purchasing

*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 #

REQUEST FOR PROPOSAL

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

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 this **RFP** are instructed to **submit five-(5) copies and one (1) original of their proposals**, pertinent to this project prior to

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 #

The Scope of Services for this RFP is available from Demandstar by calling (800) 711-1712 or by accessing their Internet address at www.demandstar.com. Vendors who obtain the Scope of Services from sources other than DemandStar or the City of Sarasota Purchasing Department are cautioned that the submittal package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list. The City may not accept incomplete proposals.

Sincerely,

Mary G. Tucker, CPPPO, FCPM, FCCN
Purchasing Manager

**CITY OF SARASOTA
TERMS AND CONDITIONS
Version 11.08.14**

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. CONSULTANTS COMPETITIVE NEGOTIATION ACT (CCNA)

All references to pricing does not apply to CCNA proposals. All references to local preference do not apply to CCNA.

4. 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.

5. PROPOSAL DELIVERY AND SUBMISSION REQUIREMENTS AND COMMUNICATIONS

- 5.1. 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 bid 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.
- 5.2. 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.

- 5.3. Confidential 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.
- 5.4. RFP Opening
 - 5.4.1. 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.
 - 5.4.2. 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.
 - 5.4.3. 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.
 - 5.4.4. 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).
- 5.5. 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:
 - 5.5.1. The proposer acted in good faith in submitting the proposal,
 - 5.5.2. The mistake in proposal preparation was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
 - 5.5.3. The mistake was not the result of gross negligence or willful inattention by the proposer;
 - 5.5.4. and the mistake was discovered and was communicated to the CITY prior to the City Commission having formally awarded the contract.
- 5.6. Any Contractor/Vendor 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 Contractor/Vendor or subcontractor.
- 5.7. 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 bidder to assure good faith performance. This determination may be made by the Director of Purchasing, after consultation with the City Attorney.

6. 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

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 bid 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 project location?
 1. How many full time employees?
 - ii. How many years at prior project 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.

- j. Financial Responsibility.
 - 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 Contractor/Vendor 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.
2. Identify all contractors 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.

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. Enter Proposer name and description of project Proposer completed for that reference.
 - b. The reference should complete Section 2 and return directly to the City of Sarasota.

- c. 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.**
3. You may include 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.

Tab VIII. Pricing Proposal (Category 7. If pricing is included)

This is only included if the evaluation criteria requires a score based on price. The Tab is not required for CCNA.

7. CLARIFICATION & ADDENDA

- 7.1. 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 Contractor/Vendor maybe declared not responsible.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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. 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;

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 provide on Form# 1, RFP Form located in the Forms Section, Part I.

- 7.4.1. Should the bidder 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 bid.

7.5. **Governmental Restrictions**

- 7.5.1. 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.

8. **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.

9. **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)

10. **RESERVED RIGHTS**

- 10.1. 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.
- 10.1.1. **CCNA Only** – Recommends a minimum of 3 qualified professional, experience, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.
- 10.2. 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.

- 10.3. **NON CCNA Only** – Proposers are required to submit their prices on the pricing forms supplied by the CITY in the RFP document. proposals, at the sole discretion of the CITY, may be deemed non-responsive if these RFP forms are not used and duly signed by an authorized representative of the proposer.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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).
- 10.8. 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.
 - 10.8.1. **CCNA Only** – Recommends a minimum of 3 qualified professional, experience, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

11. PROFESSIONAL STANDARDS

- 11.1. 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
- 11.2. 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 maybe terminated pursuant to these terms and conditions.
- 11.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.
 - 11.3.1. 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.

12. APPLICABLE LAWS

12.1. 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:

12.1.1. City Administrative Regulation and Ordinances

- 12.1.1.1. City of Sarasota Procurement Ordinance, 12-5009
- 12.1.1.2. Administrative Approval of Contracts, Ordinance 03-4440 and 07-4763
- 12.1.1.3. Amends administrative approval of contracts for City Manager, Director of Finance, and the Purchasing Manager, Ordinance 07-4763
- 12.1.1.4. Travel Policy, Ordinance 05-4611 and Administrative Regulation 024.A004.0605
- 12.1.1.5. Minority Business Enterprise Utilization Plan, Resolution 01R-1377 and Administrative Regulation 024.A014.0202

12.1.2. Florida State Statues

- 12.1.2.1. Florida State Statute 287.055; Consultants Competitive Negotiation Act (CCNA)
- 12.1.2.2. 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**
- 12.1.2.3. 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.

13. 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.

14. MINIMUM REQUIREMENTS

- 14.1. Previous experience in the performance of projects of a similar nature.
- 14.2. The individuals/firm warrants that they are fully qualified, with adequate personnel, resources, and experience to undertake the services required within a reasonable time.
- 14.3. 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
- 14.4. **CCNA ONLY** – The individual or firm warrants that they are familiar with and have personnel that can conduct contract administration in the related project.

15. 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 "Contractor/Vendors" copy of the purchase order. This exemption does not apply to tangible personal property purchased by Contractor/Vendors 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.

16. ERRORS AND OMISSIONS

- 16.1. In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.
- 16.2. 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.

17. 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.

18. QUALITY GUARANTEE/WARRANTY

- 18.1. Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new, unused, and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 18.2. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the proposer shall furnish to the CITY, no later than ten (10) business days prior to the RFP opening date, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the CITY in evaluating the substitution. Such information is submitted through the Purchasing Division. Any such substitution shall be subject to CITY approval through the issuance of a written addendum by the CITY's Purchasing Division. Substitutions shall be approved only if determined by the CITY to be an **Approved Alternate** to the prescribed specifications.
- 18.3. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the CITY. Items must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
- 18.4. The equipment must be warranted for twelve (12) months, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service.
- 18.5. If any product does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this RFP, the vendor shall pick up the product from the CITY at no expense to the CITY. The CITY reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to CITY any money which has been paid for same.

19. PUBLIC ENTITY CRIMES

- 19.1. 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 Contractor/Vendor, 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.

20. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. In accordance with Florida State Civil Rights Act of 1992.
- 20.2. 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 Contractor/Vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

- 20.3. 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.
- 20.4. 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.

21. ROYALTIES AND PATENTS

- 21.1. 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 Contractor/Vendor 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.
- 21.2. Further, if such a claim is made or is pending, the Contractor/Vendor 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 Contractor/Vendor 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.

22. 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.

23. DELIVERY

Unless otherwise specified, all prices are to be **FOB-Destination.**

24. PRE-PROPOSAL CONFERENCE

- 24.1. 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.
- 24.2. Failure to attend a mandatory pre-proposal conference will result in the proposal being considered non-responsive.

25. 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.

26. SUBCONTRACTING

- 26.1. Contractor/Vendors 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 Contractor/Vendor.
- 26.2. Contractor/Vendor 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. Contractor/Vendor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. All Work performed for Contractor/Vendor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor/Vendor 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 and Engineer. Contractor/Vendor shall be fully responsible to City and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor/Vendor is responsible for Contractor's/Vendor's own acts and omissions.

27. TRAVEL EXPENSE

Travel expenses, if approved by the CITY, will be reimbursed in accordance with the City of Sarasota Ordinance 05-4611 and Administrative Regulation 024.A004.0605: "Travel Policy" whether or not the resulting contract provides for a different method.

27.1. Local Travel

- 27.1.1. Local travel will not be paid. Companies award points based on office location will not be reimburse travel pay for local travel.

28. 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.

29. CHANGE ORDERS (IF APPLICABLE)

- 29.1. The City may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The City of Sarasota will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the City Manager, contractor and the architect/engineer, 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.
- 29.2. 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 bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

- 1) Material
- 2) Delivery
- 3) Direct Labor
- 4) Taxes
- 5) Rental rates
- 6) Fringe Benefits
- 7) Overhead
- 8) Profit
- 9) Markup

A change in quantities whether greater than or lower than the original bid 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 schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The City of Sarasota will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not list by unit price.

Surety and other bonds, when required, are premiums applied to the total contract amount. Adjustments and allowances for increased bond costs will only be considered on the net increase to the total contract amount after consideration of both quantity reductions, quantity increase and other work price adjustments.

- 29.3. Changes in contract time will only be considered for documented weather impacts, additional work directed by the City, reductions in work directed by the City, stoppage of work when directed by the City or other causes of delay not attributable to the contractor. 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.

30. 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 vendor for correction and resubmission. Vendors shall not perform any service or provide products until they have been issued an approved Purchase Order.

31. TIME EXTENSION AND CONTINUATION OF WORK

31.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The price 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.

31.2. 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 bidder, continue until completion at the same prices, terms and conditions. This must be approved in advanced by the Purchasing Manager or designated representative.

32. RIGHT TO AUDIT

The Contractor/Vendor 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 Contractor/Vendor 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.

33. SALVAGE OF CONSTRUCTION MATERIALS (IF APPLICABLE. NON CCNA)

- 33.1. Objective: The City of Sarasota strives towards its goal of becoming a sustainable community. Salvage and reuse of construction materials is sustainable activity worthy of becoming a standard operating practice by the CITY, its crews, and private Contractor/Vendors working in the CITY. To that end, the following specification and clauses shall be included and enforced to the extent possible during construction activities in the CITY.

33.2. Specification: Salvage of Brick and Other Construction Materials

- 33.2.1. The City of Sarasota is a sustainable community. Best practices in sustainable projects call for salvage and reuse of construction materials, and the CITY has adopted this practice as a core

value in construction projects. Any Contractor/Vendor performing work on behalf of the CITY of Sarasota shall follow this practice to the extent practical.

33.2.2. The City of Sarasota additionally has identified brick found on, under, or around City roadways to be a critical resource. In a case when any brick is found by the Contractor/Vendor, the Contractor/Vendor shall notify the project manager immediately. The project manager will identify if the brick is of suitable quality for reuse. If so, brick shall be salvaged, and taken to a location designated by the CITY. Typically the Contractor/Vendor will be responsible to neatly stack any found brick on a pallet for pickup by a City crew, who will be made available to transport the brick. If substantive quantities of brick are found by the Contractor/Vendor, the CITY shall establish a force-account or other payment mechanism to reimburse the Contractor/Vendor for these costs.

33.2.3. Materials other than brick known to be present prior to the onset of a project, unless specifically noted or specified otherwise, may be considered by the Contractor/Vendor as salvageable as part of their proposal. For instance, the Contractor/Vendor may consider millings removed from the roadway, or concrete sidewalk removed from the site, to be in control of the Contractor/Vendor. Therefore any of this material may be taken to a suitable location for reuse (i.e. millings to asphalt plant, concrete to a pulverization/ crushing site). The Contractor/Vendor may reuse this material as they see fit, but the fact the material has been placed in the control of the Contractor/Vendor does not remove the requirement for beneficial reuse of these materials; the CITY is simply leaving the disposition of how to reuse these materials to the Contractor/Vendor's discretion. Any proceeds from the salvage of this material may be received by the Contractor/Vendor.

33.3. Clause: R/O/W Use Permit

33.3.1. The Contractor/Vendor/owner is hereby notified that any brick found in City of Sarasota Right-Of-Way is considered to be property of the City of Sarasota. The Contractor/Vendor/owner shall immediately notify the CITY, at 941-365-2200 extension 6000, if brick is found within the City's property while carrying out any work. The brick shall be stacked neatly on a City-provided pallet, and placed in a suitable location for pickup by a City crew. The Contractor/Vendor/ owner is also encouraged to recycle any other construction materials to the extent practical, such as taking removed concrete sidewalk to a pulverization plant.

34. E- VERIFY

Contractor/Vendors:

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 Contractor/Vendor 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.

35. PROTEST PROCEDURES

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

36. INSURANCE

36.1. 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 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. Any and all fully-executed contracts will require that the Contractor/Vendor be fully insured per the terms and conditions as follows herein:

36.1.1. 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 Statutes 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.

36.1.2. 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.

36.1.3. 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.

36.1.4. Umbrella Liability

N/A unless being used to meet underlying coverage requirements.

36.1.5. Liquor Liability

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

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

36.1.7. Professional Liability

If applicable, in the minimum amount of One Million Dollars.

36.1.8. Errors and Omissions Liability

If applicable, in the minimum amount of One Million Dollars.

36.1.9. 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.

36.1.9.1. 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.

36.1.9.2. 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.

36.1.9.3. 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.

36.1.9.4. **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.

36.1.10. **Builder's Risk**

When applicable, special form coverage shall include, but not be limited to:

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

36.1.10.2. Theft coverage;

36.1.10.3. Waiver of Occupancy clause endorsement;

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

36.1.11. Maximum deductible clause of \$50,000 each claim.

36.2. **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.

36.3. **Certification of Insurance**

Contractor/Vendor, 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 Contractor/Vendor, and each of its subcontractors. The certificates of insurance shall state that the CITY will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of Contractor/Vendor. No work shall commence under this Agreement until the CITY's authorized representative has given written approval of the insurance certificates. Additionally, Contractor/Vendor 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 Contractor/Vendor 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 Contractor/Vendor obtain all policies on an occurrence form basis. If, however, Contractor/Vendor determines to obtain claims-made policies, Contractor/Vendor shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and Contractor/Vendor shall be required to maintain "tail" coverage Contractor/Vendor's own expense for a period of time as directed by the City Manager.

36.3.1. 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.

37. INTERPRETATION OF ESTIMATED QUANTITIES

The estimated quantities of work to be done and materials to be furnished under this contract, given in the RFP forms, are to be considered as approximate only and are to be used solely for the comparison of proposals received. The CITY does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the proposer plead misunderstanding or deception because of such estimate of quantities or of the character, location or other conditions pertaining to the work. Payment to the Contractor/Vendor will be made only for the actual quantities of work performed or materials furnished in accordance with the contract documents, and it is mutually understood that the quantities may be increased or diminished as provided in the specification without in any way invalidating any of the unit or lump sum prices submitted. (NON CCNA)

38. CONTRACT ADMINISTRATION AND SITE REVIEW

38.1. 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.

38.2. 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.

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

38.3.1. 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.

38.3.2. 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

38.4. 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 as aforementioned delays. The City Manager shall be solely responsible for determining whether any extension of time should be awarded to the successful proposer.

39. TERMINATION OF CONTRACT

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

39.1. Termination for Default

Contractor/Vendor 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 Contractor/Vendor 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 Contractor/Vendor specifying those acts to things which must occur in order to cure said default. Provided, however, if Contractor/Vendor makes a good faith effort by taking steps to substantially cure the default, the City Manager may grant Contractor/Vendor 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.

39.2. 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 Contractor/Vendor 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 Contractor/Vendor 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.

39.3. 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 Contractor/Vendor as full payment for its services hereunder, a sum of money equal to the percentage of the work done by Contractor/Vendor and accepted as satisfactory by the CITY.

39.4. 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.

40. BONDS (IF REQUIRED)

40.1. RFP GUARANTY (IF REQUIRED)

All proposals, where the total amount is in excess of \$150,000 require security in the form of a bond issued by a surety company licensed to do business in Florida, a cashier's check, or an irrevocable letter of credit in an amount equal to five percent of the cost proposal, unless the Purchasing Manager issues a written determination that the imposition of such requirement would detract from competition without adding a material benefit to the City. The Purchasing Manager may require bond on projects less than \$150,000.00. A bid bond for continuing/annual services will not be required unless stated in the specifications or special conditions. The Purchasing Manager may require a letter of bondability on continuing/annual services contracts. All bonds, cashier's checks, or letters of credit shall require the proposer to forfeit proposal security upon a refusal or failure to execute the contract within ten days of issuance of the notice of award of contract. If the contract is then awarded to the second ranked proposer, the bond or other form of security shall be applied to compensate the City for the difference in price between the lowest and second lowest pricing offered.

40.2. **PERFORMANCE & PAYMENT BOND, EXECUTION OF CONTRACTS**

- 40.2.1. The Purchasing Manager shall require the successful proposer on a public construction contract to obtain a good and sufficient performance and payment bond as security for the faithful performance of a public construction contract entered into between the City and the successful proposer and as security for the payment of all persons performing labor or furnishing materials in connection with such contract. The Purchasing Manager may waive the performance and payment bond for public construction contracts of \$150,000 or less if the City would not materially benefit from requiring such bond.
- 40.2.2. Within ten (10) days after the Contractor/Vendor has been issued a "notice of RFP Action", the successful proposer shall execute and deliver to the CITY a contract agreement in the form provided and in such number of counterparts as the CITY may require.
- 40.2.3. Having satisfied all conditions as set forth elsewhere in these documents, the successful proposer shall furnish a performance and payment bond (public construction bond) equal to one hundred percent (100%) of the total contract amount for the security of the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection therewith in the forms required by Florida Statutes 255.05 together with power of attorney showing authorization of the surety's agent to execute the bond. It shall be the Contractor/Vendor's responsibility to record a copy of the bond in the public records of Sarasota County Clerk of circuit Courts and provide proof of such recording to the City Purchasing Division with the performance bond.
- 40.2.4. The failure of the successful proposer to execute such contract agreement and to supply the required bond(s) within said ten (10) business days, or within such extended time as the CITY may grant, based upon reasons determined adequate by the CITY, shall constitute a default. The CITY may then either award the contract to the next responsible proposer or re advertise for proposals, and may charge the proposer the difference between the amount of the proposal and the amount for which a contract for work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal guaranty. (Form# 12, Part II, Performance and Payment Bond) **(Design Build Only)**
- 40.2.5. The Purchasing Manager may require a successful proposer on a contract other than a public construction contract to obtain a good and sufficient performance and payment bond as security for the faithful performance of the contract entered into between the City and the successful proposer and as security for the payment of all persons performing labor or furnishing materials in connection with such contract.
- 40.2.6. When a contractor furnishes and records a payment and performance bond for a public works project in accordance with this section and provides the public authority with a written consent from the surety regarding the project or payment in question, the public authority may not condition its payment to the contractor on the production of a release, waiver, or like

documentation from a claimant demonstrating that the claimant does not have an outstanding claim against the contractor, the surety, the payment bond, or the public authority for payments due on labor, services, or materials furnished on the public works project. The surety may, in a writing served on the public authority, revoke its consent or direct that the public authority withhold a specified amount from a payment, which shall be effective upon receipt. This subsection applies to contracts entered into on or after October 1, 2012. However, the contractor may utilize this provision in lieu of release of lien for the subcontractors prior to date above.

40.2.7. In lieu of the performance and payment bond, a successful proposer may provide the City with an alternative form of security in the form of cash, cashier's check, or irrevocable letter of credit. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the performance and payment bond required herein.

40.2.8. **BOND FORMS**

The attached bond forms may be utilized (Form#11, RFP Bond) (**Design Build Only**). Any bonding company submitting a proposal bond or performance and payment bond to the CITY must be licensed to transact as a fidelity and surety business in the State of Florida and hold a certificate of authority from the Secretary of the Treasury under Act of Congress approved July 30, 1947 (U.S.C. 6 13), and approved by the City of Sarasota. Acceptable surety companies shall be licensed to do business in Florida and shall have an A.M. Best & Company or approved alternate rating of "A" or better and a "T" underwriting limitation not exceeded by this project's bond.

41. INDEMNIFICATION

41.1. **Non-Design Professional**

The CITY shall not be liable for any loss, injury, death or damage to persons or property, which at any time may be suffered or sustained by any person whatsoever arising from the negligent performance by Contractor/Vendor and its employees and agents of its obligations under the provisions of this agreement. The Contractor/Vendor shall indemnify and hold harmless the CITY, and agents and employees against all claims, liabilities, loss, injury, death or damage whatsoever, including but not limited to attorney fees, on account/or arising out of or resulting from any negligent act or omission of the Contractor/Vendor in the performance of the work. The CITY and Contractor/Vendor acknowledge that the first ten dollars (\$10.00) of the compensation paid Contractor/Vendor for its work hereunder shall be deemed specific consideration for this indemnification. Contractor/Vendor shall fund the foregoing indemnification by providing the insurance coverage's set forth below.

41.2. **Design Professional**

Contractor/Vendor 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 Contractor/Vendor acknowledge that the first ten dollars (\$10.00) of compensation paid Contractor/Vendor for its services hereunder shall be deemed specific consideration for the indemnification.

42. PRICES, TERMS, AND PAYMENTS

42.1. **Discounts**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for RFP evaluation purposes.

42.2. **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.

42.3. **Condition and Packaging**

It is understood and agreed that any item offered or shipped as a result of this RFP shall be a new, current standard production model available at the time of the RFP. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

42.4. **Safety Standards**

Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standard there under.

42.5. **Underwriter's Laboratories**

Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall carry UL re-examination listing where such has been established.

42.6. **Invoicing and Payment**

The Contractor/Vendor 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 Contractor/Vendor'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.

42.6.1. **Payments Based on Percentage Markup**

Bids that are awarded and which include or provide for a percentage markup on goods purchased will require the vendor/contractor to submit the wholesale invoice with the vendors/contractors invoice and which include or provide a list of goods purchased in order to verify the correct markup percentage was applied.

42.7. **Additional Quantities**

For a period not exceeding one (1) year, unless otherwise stated in the scope of work, from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities at the same unit price. If additional quantities are not acceptable, the bid sheets must be noted "Bid is for specified quantity only".

42.7.1. **Additional Quantities-Lump Sum and Unit Pricing Contracts**

The CITY and contractor/vendor 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.

42.7.2. **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.

42.8. **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.

42.9. **Advertising**

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

42.10. **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.

42.11. **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.

43. LOCAL PREFERENCE, LOCATION POINTS, AND TIE BREAKERS

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

PLEASE READ CAREFULLY

43.1. **Definitions:**

43.1.1. 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.

43.1.2. 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.

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

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

43.2. **Local Preference (NON CCNA)**

43.2.1. Request for proposals, qualifications or other submittals and competitive negotiation and selection. For all other competitive solicitations in which specified factors used to evaluate the responses from vendors are assigned point totals, the City Commission, or its purchasing designee, shall give a preference to a local city business or local county business by giving additional points to each as follows: ten (10) additional points (out of 100) to a local city business, and five (5) additional points (out of 100) to a local county business.

43.3. **Office Location Points (CCNA Only)**

43.3.1. 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.

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

43.3.2.1. 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:

43.3.2.1.1. Within 20 miles = 10 points*

43.3.2.1.2. Within 20.01 miles to 40 miles = 7 points

43.3.2.1.3. Within 40.01 miles to 60 miles = 5 points

43.3.2.1.4. Within 60.01 miles to 80 miles = 2 points

43.3.2.1.5. * 10 points is the maximum number of points to be awarded for **office locations**.

43.4. **Ties**

43.4.1. 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:

43.4.2. 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.

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

43.4.4. 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.

43.4.5. 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.

43.4.6. 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.

43.4.6.1. 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.

43.4.6.2. Preference must be given to vendors submitting a certification with their bid 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:

43.4.6.3. Preference shall be given to businesses with drug-free work place programs. Whenever two or more bids 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 bid 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 bids 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:

- 43.4.6.4. 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.
- 43.4.6.5. 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.
- 43.4.6.6. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in section 37.3.5.1.
- 43.4.6.7. 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 43.4.6.8. 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.
- 43.4.6.9. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.
- 43.4.7. 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

43.5. **Local Hiring**

The City of Sarasota local hiring initiatives do apply to the awarded bidder(s). The City of Sarasota encourages all Contractors/Vendors to hire local residents for all bids, quotes, proposals, and solicitations within the Sarasota area. Suncoast Workforce will assist the company awarded the bid 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
 3660 N. Washington Blvd.
 Sarasota, FL 34234
 Phone: 941.358.4200
 Fax: 941.358.2820

44. MINORITY BUSINESS ENTERPRISE POLICY

The City Commission has established a Minority Business Enterprise (M.B.E.) Utilization Plan, Resolution No. O1R-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.

Percentage	Points
100 %	5
90 %	4.5
80 %	4
70 %	3.5
60 %	3
50 %	2.5
40 %	2
30 %	1.5
25 %	1.25
20 %	1

- 44.1. 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.
 - 44.1.1. 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.
 - 44.1.2. 38.1.2. If a bidder does not allocate a portion of the total amount bid with a certified M.B.E., the bidder shall justify, in writing as part of his bid, the reasons why the contractor/vendor was unable to meet the M.B.E. participation goal. Adequate justification may include, **but is not limited to**, the bidder 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 bidder'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**.
 - 44.1.3. 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 Contractor/Vendor 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 Contractor/Vendor.

Alternatively, the City Manager may elect to fulfill the terms of the contract but refuse to accept future proposals from the Contractor/Vendor on the basis that the Contractor/Vendor is not a **responsible** Contractor/Vendor 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.

44.2. Information for the Office of Supplier Diversity.

Internet Address: <http://vendorstrator.dms.myflorida.com/directory>

Phone: (850) 922-6852

45. DIRECT PURCHASE

45.1. The CITY reserves the right, at the CITY's option, to direct purchase materials, equipment, and furnishings involved in the project, including subcontracts, if any. The selected Contractor/Vendor, and all subcontractors, if any, shall comply with the CITY's direct purchase procedures, including but not limited to those listed below.

45.1.1. Within 15 days of the posted date of the Notice of RFP Action, the selected Contractor/Vendor shall submit a list of potential Direct Purchase items for the CITY's consideration. The intent is for single items or large quantities of single items of approximately \$5,000.00 or more to be considered for Direct Purchases. The parties acknowledge that City may be directly purchasing some of the material and/or equipment necessary for the project so as to save the sales tax which would otherwise have been due with regard to same.

45.1.2. Along with the list, the Contractor/Vendor shall also include the price quotes from the suppliers from the proposal, including any terms and conditions negotiated with the suppliers. The Contractor/Vendor is **responsible** for selecting the supplier, specifications, material receipt, inspecting shipments and assuring that the material is in accordance with the specifications. In the event the CITY determines to make any Direct Purchase of material and/or equipment for the Project, the Direct Purchase will be authorized by a deductive change to the agreement. The deductive change for the Direct Purchase shall reduce the contract amount otherwise due from the CITY to the Contractor/Vendor by the cost to be paid by the CITY for the material and/or equipment to be directly purchased by the City and by the sales tax saved by the CITY directly purchasing the material and/or equipment. The Contractor/Vendor retains all responsibility for an acceptable finished product and is **responsible** for maintaining the project schedule. The CITY's **Direct Purchase** mechanism to effectuate tax savings in no way effects the obligation of the Contractor/Vendor to meet all of the terms and conditions and all provisions and technical specifications of the RFP and resultant contract document. The Contractor/Vendor shall be **responsible** for insuring all materials and items in his care, custody and control regardless of whether directly purchased by the CITY or not. The materials directly purchased by the CITY for inclusion into the project are subject to the same terms and conditions as any and all other items of the contract.

45.1.3. The Direct Purchase items selected, and upon request of an order by the Contractor/Vendor, the Purchasing Department will issue a Direct Purchase order to the Contractor/Vendor's or subcontractor's source at the price proposed in the subcontractor's or Contractor/Vendor's proposal, less sales tax. The CITY reserves the option to issue the Direct Purchase orders to the CITY's annual contract vendors or State contract vendors for comparable or lower prices, but will subtract from the contract the price shown on the sub Contractor/Vendor's or

Contractor/Vendor's proposal. For construction management projects, items for Direct Purchase will be identified by or before the construction documents phase.

- 45.1.4. It will be the Contractor/Vendor's sole and complete responsibility to properly expedite and follow up on direct purchase orders, thereby assuring delivery of the item as ordered and at the time and place needed by the Contractor/Vendor.
- 45.1.5. The Contractor/Vendor shall take delivery, unload, store and install the materials and equipment purchased on the direct purchase order in accordance with the proposal, protect and maintain in proper condition; and work with the supplier to repair, replace, and make good any defect without cost to the CITY, until such time as the scope of work by the Contractor/Vendor has been completed and accepted by the CITY. The Contractor/Vendor will be **responsible** for undertaking and completing any returns of direct purchase materials or equipment, and working with the supplier to effectuate any warranties for defective materials or equipment, or resolving any problems related to the direct purchase materials and equipment. The Contractor/Vendor will coordinate corrective action. Any returns not replaced shall be credited to the CITY and acknowledged by a supplement to the direct purchase order and amendment to the Contractor/Vendor's application for payment. The Contractor/Vendor shall not be **responsible** for warranting the materials and equipment to the CITY, however, the Contractor/Vendor shall be responsible for maintaining the supplier's warranty of the material or equipment purchased by direct purchase order by the CITY. The Contractor/Vendor shall maintain records of all direct purchases received and incorporated into the work and provide the CITY with a monthly accounting.
- 45.1.6. When delivery of a direct purchase order is complete, or a payment is to be made on a partial shipment, the Contractor/Vendor will immediately submit to the CITY the invoice and documentation supporting the goods received. Invoices for direct purchase orders will be sent by the direct purchase vendor to the Contractor/Vendor. The Contractor/Vendor will verify delivery and sign the invoice and associated documentation supporting the amount of the payment. Payment will be made by check mailed to the direct purchase vendor as of the next available check run of the CITY. The Contractor/Vendor will assist the CITY in assuring prompt payment by supplying the supplier's FEI numbers, addresses, phone numbers, etc.

46. PERMITS, FEES, AND LICENSING

The Contractor/Vendor 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 Contractor/Vendor 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

47. CONFLICT OF INTEREST

- 47.1. The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. 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.
- 47.2. Proposals Submitted by Members of Advisory Boards of the City of Sarasota

- 47.2.1. 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.
- 47.2.2. 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:
 - 47.2.2.1. 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.
 - 47.2.2.2. 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.
 - 47.2.2.3. 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."
- 47.2.3. 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.
- 47.3. 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.

48. INSPECTION, ACCEPTANCE AND TITLE

- 48.1. 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:
 - 48.1.1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
 - 48.1.2. 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.
 - 48.1.3. Retain the item and its shipping container, including inner packing material, until the carrier and disposition given by the contract supplier perform inspection.

- 48.1.4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
- 48.2. The Contractor/Vendor 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.
- 48.3. 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.

49. LIQUIDATED DAMAGES, PENALTIES, AND NON CONFORMANCE TO CONTRACT

49.1. Liquidated Damages (Construction)

Liquidated damages will be assessed to the Contractor/Vendor for each consecutive calendar day completion of the project or work is delayed. Liquidated damage is specified in the scope of work or specification.

49.2. Products and Supplies Validation

Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services or by others acceptable to the City of Sarasota. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in RFP and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting Contractor/Vendor. Any violation of these stipulations may also result in:

The City of Sarasota discontinuing purchases or services from the Contractor/Vendor.

All City departments being advised not to do business with the supplier without written approval from the Purchasing Division until such time as supplier reimburses the CITY of all procurement and cover costs.

49.3. Non-Conformance to Contract (Non-construction)

If the awarded Contractor/Vendor is not fulfilling the terms of the RFP, to include delivery date, the City of Sarasota will initiate the following procedures:

First Notice: Written warning describing unsatisfactory work rendered or non-performance of term of the RFP. The Contractor/Vendor will be given 10 working days to respond to this notice.

Second Notice: Issuance of a second written notice after ten-business day will assess the Contractor/Vendor a \$100.00 penalty fee per day for unsatisfactory work, non-delivery, or non-performance of contract. The fee will not be charged if notice of assessment for unsatisfactory work rendered, non-delivery, or non-performance of contract is made satisfactory within 48 hours of notice. Each day that there is a violation may constitute a separate offense.

49.4. 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

50. COMPLETION OF WORK OR PROJECT

The Contractor/Vendor 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.

51. AWARDS

- 51.1. 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.
 - 51.1.1. If multiple evaluations are completed the following process will be followed:
 - 51.1.1.1. 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.
 - 51.1.1.2. **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").
 - 51.1.1.3. 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.
- 51.2. 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.
- 51.3. 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.
- 51.4. 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 re advertise 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.
- 51.5. If alternates are included in the pricing sheets, points will be calculated based on unit pricing of the base bid. (NON CCNA)
- 51.6. Exception Scoring RFP Proposal (Non-CCNA Only)
 - 51.6.1. If only one proposal is received the RFP Committee may choose to accept the proposal without scoring, provided:

- 51.6.1.1. The proposal meets economic factors beneficial to the City
- 51.6.1.2. The proposal specifications and scope of work is acceptable to the Committee and the Project Manager.
- 51.6.1.3. A supermajority vote of the Committee.
 - 51.6.1.3.1. supermajority vote to accept proposal.
 - 51.6.1.3.2. A majority acceptance vote will require the proposal to be scored.
 - 51.6.1.3.3. A single proposal may be rejected with a majority of negative vote
 - 51.6.1.3.4. Vote must be documented on a letter approved by the Purchasing Division.

52. PAYMENTS, RETAINAGE, SUB-CONTRACTORS,

52.1. Partial payments for each calendar month may be made to the Contractor/Vendor by the CITY of Sarasota upon basis of a duly certified approved estimate (construction) or invoice of the work performed and materials furnished by the Contractor/Vendor during the preceding calendar month.

52.2. Retainage (Construction only)

52.2.1. The City of Sarasota will retain no less than ten percent (10%) of the amount of each partial payment until 50-percent completion and acceptance of all work covered by this contract. Upon request, the CITY will reduce the retainage after fifty percent (50%) of the work has been completed to five percent (5%), as approved by the Purchasing Manager. No partial payment shall be construed to be accepted by the CITY of any portion of the work under this contract. Requests for payment shall be submitted on the forms supplied by the Department Director or standard AIA forms. They will approve or deny the request for payment within fifteen (15) days of receipt. If denied, they shall state the reasons thereof and indicate what corrective action is needed. Payment shall be due thirty (30) days from the date of the pay application, provided it is correct. The CITY will endeavor to have all required signatures within those 30 days.

52.3. Certification of Payment to Sub-Contractors (Constructions Only)

52.3.1. Prior to receipt of any partial payment, the prime Contractor/Vendor shall certify that all sub-contractors having an interest in the contract have received their pro rata share of previous partial payments to the prime Contractor/Vendor for all work completed, and materials furnished in the previous period. This certification shall be in the form designated by the CITY. The term "sub-contractor", as used herein shall also include persons or firms furnishing materials or equipment for the project, for which partial payment has been made by the CITY and work done under equipment-rental agreements.

52.3.2. The CITY shall not make any partial payments after the initial partial payment until the Contractor/Vendor provides said certification, unless the Contractor/Vendor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the CITY and the affected sub-contractors and suppliers.

52.3.3. Within ten (10) days of any payment by Contractor/Vendor to any M.B.E. sub-contractor, the Contractor/Vendor shall obtain from the M.B.E., an executed sworn M.B.E. payment certification form and submit the form with relevant invoices from the M.B.E. to the Department Director.

52.3.4. Failure on the part of the M.B.E. sub-contractor to sign the M.B.E. payment certification form and forward the form to the Contractor/Vendor immediately upon receipt of payment shall be grounds to suspend the M.B.E.'s certification.

52.3.5. Within 30 days of receipt of the initial partial payment or any other payments received thereafter except the final payment, the Contractor/Vendor shall pay all sub-contractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor/Vendor demonstrates good cause for not making any

said required payment and furnishes written notification of any such good cause to both the CITY and the affected sub-contractors or suppliers within said 30-day period.

52.3.6. Failure on the part of the Contractor/Vendor to furnish M.B.E. payment forms covering all payments made to M.B.E. sub-contractors, within thirty (30) days after Contractor/Vendor receives final partial payment, will be considered a sufficient grounds for the City Manager to terminate the contract under the provisions of the contract relating to a breach of contract by the Contractor/Vendor.

52.3.7. The successful proposer shall submit prior to contract executions, the name and address of each subcontractor to whom the proposer proposes to subcontract a portion of the work, and shall list each subcontractor, licensed by the State of Florida, proposed by the proposer, to specially fabricate and install any portion of the work. Said list shall include a description of the portion of the work, which will be done by each subcontractor. A form (Form# 13)(**Design Build Only**) for listing the subcontractors as required is attached and is required to be returned with the proposal.

52.4. **Final Estimate and Payment**

When the work has been completely performed by the Contractor/Vendor and approved by the Department Director, the unpaid balance for completed work of the contract, less any sums that may be deducted or retained (construction only) under the provisions of the contract, will be paid to the Contractor/Vendor within thirty (30) days of the said date of approval.

52.5. **Affidavit of Claims (constructions only)**

The Contractor/Vendor shall have furnished to the CITY a sworn affidavit to the effect that all claims of whatever nature incurred on the work have been paid and that no suits are pending in connection with the work done under this contract, and also providing that the Contractor/Vendor shall include a certificate from the Department Director stating that the work performed is satisfactory.

53. **SAMPLES**

Samples of items when called for must be furnished free of expense on or before RFP opening time and date, and, if not destroyed may upon request be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, RFP number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after RFP opening date. If instructions are not received within this time, the City of Sarasota shall dispose of the commodities.

54. **PREFERABLE PRODUCTS**

54.1. **Environmentally Preferable Products**

The City of Sarasota is committed to the procurement of products and services that minimize negative environmental and social impacts and emphasize long-term values. Preference shall be given to products and services that have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

54.2. **Buy America**

The City of Sarasota is committed to the procurement of products and services that are produced or manufactured in America. We encourage all Contractor/Vendors to buy American made materials and products.

55. **SCRUTINIZED COMPANIES**

- 55.1. 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.
- 55.2. 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 bidder's convenience.

56. WORKING HOURS

- 56.1. **Construction Hours.** Work hours will be in accordance with City of Sarasota Ordinance 03-4416 unless otherwise stated in the scope of work or technical specifications. Construction, drilling, repair, alteration, demolition, land clearing or landfilling operations between the hours of 6:00 a.m. and 9:00 p.m. on weekdays or between 9:00 a.m. and 9:00 p.m. on weekends or holidays for which all required permits have been issued, provided that the equipment involved is operated in accord with the manufacturer's specifications and with all manufacturer's sound-reducing equipment in use and in proper operating condition.

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

- 57.1. 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:
- 57.1.1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- 57.1.2. 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.
- 57.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 57.1.4. 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.

58. USE OF CITY PROPERTY AS STAGING AREA

- 58.1. City property may be used during a project for a staging area. The vendor will be required to negotiate a separate agreement for use of this property. The staging agreement will be considered part of the project contract for the purpose of default. If the vendor fails to restore the property to its original status or meet other conditions as required by the staging contract, then the project retainage and/or balances due the contractor may be withheld until the terms of the staging contract are met. In addition, the contractor will provide a separate certificate of insurance naming the City of Sarasota as

an additional insured. The project name and number that the staging contract is associated with must be listed in the remarks section of the certificate of insurance.

Sample Only

RFP Submission Schedule

For RFP

Submission Description	Date(s)	Time

Sample Only

Additional notes on Submission Schedule:

Scoring Criteria

Category	Category Title	Category Description	Proposal Tab(s)	Points (Non-CCNA)	Points (CCNA)
1	Qualifications of Company	Includes company qualification and company information. Company Introduction and Executive Summary.	Tab I and II	15	20
2	Personnel	Personnel qualifications.	Tab III	10	20
3	Services/References	Services (past projects) and references that support your comments on the products or services you provide. Past customers related experience with your company.	Tab IV and V	15	20
4	Proposal Requirements	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.	Tab VI	20	20
5	Minority Business Preference	Registered in accordance with Florida State Law as a minority business.	Tab VII	5	5
6	1. Local Preference (Non-CCNA) 2. Location Points (CCNA)	Calculation of points base on the local preference (Non-CCNA) or location points (CCNA) as described in the Terms and Conditions. Section 43	Tab VII	10	10
7	*Pricing (Non-CCNA)	Cost of product or services as calculated using formula.	Tab VIII	25	
7	**Volume of Work (CCNA Only) previously contracted with and payments received from the CITY with in the past year.	Based upon information provided on	Tab VIII		5
Total Score				100	100

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

Scoring Criteria

***Price Scoring (Non-CCNA)**

The Proposer with the lowest Price Proposal will be awarded the maximum score of listed above. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer’s Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows:

$$\$ 150,000.00 / \$160,000.00 = .9375$$

****Volume of Work (CCNA)**

AMOUNT	POINTS
\$0 - \$199,999	5 Points
\$200,000 - \$399,999	4 Points
\$400,000 - \$599,999	3 Points
\$600,000 - \$799,999	2 Points
\$800,000 - \$999,999	1 Point
\$1,000,000+	0 Points

Sample Only

RFP Committe Member Scoring Guide

Category #	Category with Cost	Points	Category without Cost	Points	
1	Qualifications of Company	15	Qualifications of Company	20	
	Tabs I and II	Outstanding	15	Outstanding	20
		Excellent	12	Excellent	16
		Good	9	Good	12
		Fair	6	Fair	8
		Poor	3	Poor	4
2	Personnel	10	Personnel	20	
	Tab III	Outstanding	10	Outstanding	20
		Excellent	8	Excellent	16
		Good	6	Good	12
		Fair	4	Fair	8
		Poor	2	Poor	4
3	Services/References	15	Services/References	20	
	Tabs IV and V	Outstanding	15	Outstanding	20
		Excellent	12	Excellent	16
		Good	9	Good	12
		Fair	6	Fair	8
		Poor	3	Poor	4
4	Proposal Requirement	20	Proposal Requirement	20	
	TAB VI	Outstanding	20	Outstanding	20
		Excellent	16	Excellent	16
		Good	12	Good	12
		Fair	8	Fair	8
		Poor	4	Poor	4
5	Minority Business Preference	5	Minority Business Preference	5	
	Tab VII	Pre-calculated with chart	Pre-calculated with chart		
6	Local/Location Points	10	Local/Location Points	10	
	Tab VII	Pre-calculated with chart	Pre-calculated with chart		
7	Pricing	25	Volume of Work	5	
	Tab VIII	Pre Calculated with formula	Pre-calculated with chart		
	Totals	100	Totals	100	

RFP Committee Member Scoring Guide

DEFINITION OF SCORING NUMBERS

1. **Outstanding:**
 - a. Standing out among others vendors of its kind; prominent.
Including all vendor not just vendors that have submitted proposals.
 - b. Noticeable. Stands out among other proposals
 - c. Superior to others of its kind; distinguished.

2. **Excellent:**
 - a. Of the highest or finest quality.
 - b. Exceptionally good of its kind.

3. **Good:**
 - a. Serving the desired purpose or end.
 - b. Suitable.

4. **Fair:**
 - a. Moderately good.
 - b. Acceptable or satisfactory.

5. **Poor:**
 - a. Lacking in a specified resource or quality.
 - b. May improve upon clarification of services.
 - c. Would be acceptable with proper contract provisions.

This is a guide to assist you in scoring your request for proposal(s). You are not required to use the exact number recommended. You may use a number in between. For example; if an Outstanding score is 20 and an Excellent score is 16 you may award a 18 if you feel the proposer is in between.

Forms Sections

Part I – Required Forms

Part II – Construction Forms/Design Build

Part III – Samples, Examples, and Helps

Sample Only

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 (1 page)

This is a required form that must be returned with your RFP package. All information must match the company information as it is listed on the Florida Department of State Division of Corporations – <http://www.sunbiz.org>. All signatures must be by an authorized company representative.

Form# 1A – Statement of No Response Form (1 page)

This is an optional form. Vendors and contractors may submit this form if they have decided not to submit a response to the bid or proposal. 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.

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. See the form for further instruction and what to do if you have not litigation history in the past ten years.

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# 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.

Form# 10 – RFP Label (1 page)

Self explanatory. Required Form.

Sample Only

**City of Sarasota
RFP Response Form**

Company Name: _____

Date Submitted _____ RFP Deadline Date: _____

PROJECT IDENTIFICATION: RFP # _____

RFP NAME: _____

COMPANY NAME: _____

NAME & TITLE:
(TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING _____

ADDRESS: SAME AS PHYSICAL _____

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:

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

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 is 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

Bidder/Proposers Name _____

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

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
MAILING ADDRESS	AGENCY
CITY ZIP COUNTY	ADDRESS OF AGENCY

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 be 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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 United 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 officers, 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 joint 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has 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 _____, 2_____.

(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.

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

Sample Only

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.

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: _____

LOCAL VENDOR CERTIFICATION

To qualify as a local vendor you must meet the criteria in Section 43 of the Terms and Conditions. For details you may refer to City of Sarasota Ordinance 12-5009.

Check the appropriate box: **City Vendor** **County**

Business Name:	
*Physical Address:	
Previous Address: (if less than 1 year)	
Length of time at address:	
Number of full-time employees:	
*Occupational License (attach)	
Email	

Signature of Authorized Representative Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ 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) Seal:

- ***Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.***
- ***In order to be eligible for local preference, the vendor must provide a copy of the occupational license/Business Tax Receipt.***

Please return this page, due no later than the deadline for the Bid opening, to

***Purchasing Manager
City of Sarasota
1565 1st Stree, Room 205
Sarasota, FL 34236.***

Employees:

City Residents: the employee’s residence is located within the City of Sarasota City limits

County Residents: the employee’s residence is located within Sarasota County, but outside the City of Sarasota City limits.

Non-Local Residents: the employee’s residence is located outside Sarasota County

Full-time Employees: The employee works greater than 30 hours per week or greater than 1560 hours per year.

Part-time Employees: The employee works 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 Statistics:	List number of employees in each category			
	City Residents	County Residents	Non-Local Residents	TOTAL
Current Full-time Employees				
Current Part-time Employees				
Expected New Hire Full-time Employees				
Expected New Hire Part-time Employees				
Sub-Contractor’s Full-time Employees				
Sub-Contractor’s Part-time Employees				

Sample Only

Proposer References

Name of Company Submitting bid: _____

References

Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	
Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	
Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	
Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	
Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
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 1 day before the first evaluation meeting may make your company non-responsive.



**CITY OF SARASOTA
PURCHASING DIVISION
RFP REFERENCE SURVEY**

FROM:		TO:	
COMPANY:		DATE:	
PHONE #:		TOTAL # PAGES:	1
FAX #:		PHONE #:	941-954-4151
EMAIL:		FAX #:	941-954-4157
EMAIL:		EMAIL:	
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:

Company you are providing a reference for: _____

	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:
EMAIL: _____
 or FAX # 941-954-4157

Reference Print Name

Reference Signature:

Cut along the outer border and affix this label to your sealed RFP envelope to identify it as a “Sealed Request for Proposal”.

Request for Proposal • DO NOT OPEN	
SEALED RFP NO.:	_____
RFP TITLE:	_____
DUE DATE/TIME:	Prior to: _____

SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>E-mail Address</small>	<small>Contact phone #</small>
DELIVER TO:	City of Sarasota Attn: Purchasing 1565 1st Street, Room 205 Sarasota FL 34236



PLEASE PRINT CLEARLY

Part II Forms – Construction Forms/Design Build

These forms are required for construction projects. They are required to be submitted with the bid package.

Form# 11 – Bid Bond (2 pages)

Required for all construction projects over \$150,000.00.

Form# 12 – Performance and Payment Bond (2 pages) – Post Proposal Form

Required for all construction projects over \$150,000.00. This form only needs to be submitted after award of the proposal by the awarded contractor/vendor prior to notice to proceed.

Form# 13 – Subcontractors List (1 page)

Required for construction projects. 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.

Form# 14 – Trench Safety (1 page)

Contractor Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990

Form# 15 – Contract Agreement (1 page) (Construction Only-Design Build)

This is the agreement form that will be used once a project is awarded. The contractor/vendors proposals, the original bid specification, including addenda, and scope of work, and any special provision will be included as part of this agreement.

Form# 16 – Certification for Disbursement of Previous Partial Payments (1 page) (Post Construction Only/Design Build)

Self explanatory. Required Form.

Form# 17 – Certification for Payment to Minority Business Enterprise (2 pages) (Post Construction Only/Design Build)

Self explanatory. Required Form.

Form#18 – Contractor’s Final Affidavit and Release of Lien (2 pages) (Post Construction Only/Design Build)

Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor, and/or services incident to the completion of said work have been paid in full. Exception must be included and the amount due to the subcontractor or supplier.

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

**STATE OF FLORIDA
COUNTY OF SARASOTA BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, a Corporation chartered and existing under the laws of the State of _____, with its principal offices in the City of _____, and firmly bound unto the Sponsor in the full and just sum of _____ Dollars (\$_____) good and lawful money of the United States of America, to be paid upon demand by Sponsor, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, and assigns, joint and severally and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Solicitation, dated _____, 20____, for a Contract entitled:

NOW, THEREFORE, if the Principal shall withdraw said Solicitation prior to the date of opening same, or shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written Contract with City of Sarasota, Florida, in accordance with the Solicitation as accepted, and give a Performance and Payment Bond with good and sufficient Surety or Sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith; or, in the event of failure to enter into such Contract and give such Bond within the time specified, if the principal shall pay the City of Sarasota the difference between the amount specified in said Solicitation and the amount for which the City of Sarasota may procure the required work and/or supplies, provided the latter amount to be in excess of the amount specified in said Solicitation, then the above obligations shall be void; otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the above written parties here executed this instrument under their several seals this _____ day of _____ 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Sign here if a Partnership or an Individual)

IN THE PRESENCE OF:

_____(SEAL)
Individual Principal

Address

Business Address

_____(SEAL)
Corporate Surety

Address

Business Address

(Sign here if a Corporation)

ATTEST:

Individual Principal

BY: _____
As President

Business Address

(AFFIX CORPORATE SEAL)

Corporate Surety

BY: _____
As Authorized Agent

(AFFIX CORPORATE SEAL)

Business Address

CONS Sample Only

Form# 12 – Performance and Payment Bond 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 _____

Serial number if any _____

My Commission Expires: _____

DATED THIS _____ DAY

Surety

OF _____, 20____

By: _____

Attorney-in-Fact for Surety

Address: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____ 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 _____

Serial number if any _____

My Commission Expires: _____

Contractor/vendor is required to execute and deliver the original copy of this bond to the City of Sarasota and is required to record a copy of the bond in the Public Records of Sarasota County.

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5) feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

 (Signature)

 (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)

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Sarasota, Florida, a municipal corporation, herein after referred to as City, and _____, a Florida Corporation, with its principal place of business at _____ hereinafter referred to as the Contractor, in the manner following:

WITNESSETH, that for in consideration of the mutual covenants herein contained, running from each of the parties to the other, the parties hereto have agreed as follows:

1. The Contractor hereby expressly covenants and agrees to furnish all necessary labor, materials, equipment, tools, consumables, transportation and incidentals required for the _____, in accordance with the General Provisions, Technical Specifications, and Special Provisions attached hereto and made a part hereof, and in accordance with the Contractor's proposal submitted in connection herewith.
2. The City agrees to pay unto the Contractor after all the above specified work has been fully completed and finally inspected and accepted by the City, and Contractor's statement under oath to the effect that all labor and material suppliers have been paid in full has been furnished, the total contract price of \$ _____, for the complete performance of all covenants made above by the Contractor, subject to additions and deductions by change orders as provided in the Contract Documents.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF SARASOTA

CITY MAYOR

ATTEST:

CITY AUDITOR AND CLERK / IF APPLICABLE

WITNESSES AS TO CONTRACTOR:

CONTRACTOR:

BY: _____

TITLE: _____

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

CERTIFICATION FOR DISBURSEMENT OF PREVIOUS PARTIAL PAYMENTS TO SUB-CONTRACTORS

Date: _____

To Release Monthly Payment for _____, Prime Contractor for **Bid#** _____, hereby certifies that all Sub-Contractors having an interest in this Contract have received their pro rata share of all previous partial payments made by the City of Sarasota for all work completed and materials and equipment furnished under the Contract. The term "Sub-Contractor", as used herein, shall also include persons or firms furnishing materials or equipment incorporated into the work or stockpiled in the vicinity of the Project which partial payment has been made by the City and work done under equipment-rental agreements.

Contractor
By: _____
Attested by: _____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (*name and title of corporate officer*) of _____, 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)

(serial number, if any)

Instructions:

1. Submit this Certification to the Project Manager within ten (10) days after receipt of payment.
2. A separate Certification is required **for each Contract**.
3. To avoid possible delay in payment, certification must be submitted with each request for partial payment after the initial partial payment has been made.
4. In case of a corporation, the certification should be signed by a President or Vice President or if signed by any other individual, the Contractor shall also submit a corporate resolution authorizing that individual to bind the corporation or some other acceptable document certifying that individuals delegated authority.
5. The certification must be attested to by either a notary public or an appropriate corporate officer.



**CERTIFICATION FOR PAYMENT
TO MINORITY BUSINESS ENTERPRISE**

This is to certify that _____
(M.B.E. Contractor/Vendor) received (monthly) or (final) partial payment of \$ _____
on _____ 2 _____ from _____ Prime Contractor/Vendor for

Signed by Official of Prime Contractor/Vendor: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____
by _____ (name and title of corporate officer) of _____
(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)

(serial number, if any)

.....
Total Paid this Month \$ _____

Total Previously Paid \$ _____

Total Paid to Date \$ _____

Signed by Official of M.B.E. Contractor/Vendor: _____

STATE OF _____

(Title)

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 corporation) 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 _____

Serial number if any _____

Due: By the 10th of each month after M.B.E. starts work whether payment is made or not.

Distribution: Original and 1 copy

Note: M.B.E.'s failure to provide this form to the Prime Contractor/Vendor upon receipt of payment is grounds to suspend the M.B.E.'s certification. Non-compliance by the Prime Contractor/Vendor to provide the City with this information will be considered as sufficient grounds for the City Manager to terminate the contract.

Total of all Progress Payments \$ _____

Retainage Withheld - \$ _____

Bond Withheld - \$ _____

Amount of Utilization Schedule - \$ _____

Overrun (+) - \$ _____

(*) Under-run (-) - \$ _____

(*) Includes comments explaining all under-runs.

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE OF LIEN

STATE OF _____ }

COUNTY OF _____ }

BEFORE ME the undersigned authority personally appeared _____ who after being by me first sworn, deposes and says that:

1. He/she is _____ of _____ doing business in the State of Florida, hereinafter called Contractor.

(Title of Officer)

(Contractor/Vendor Name)

2. Contractor pursuant to Contract dated _____, 2_____, hereinafter referred to as Contract, with the City of Sarasota, Florida, hereinafter referred to as City, has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in said Contract.

3. Contractor represents that all work to be performed under the aforesaid Contract has been fully completed and that all persons and firms who furnished material, labor, and/or services incident to the completion of said work have been paid in full except to the following:

<u>NAME</u>	<u>ADDRESS</u>	<u>AMOUNT DUE</u>
-------------	----------------	-------------------

(Write "None" if all persons and firms have been paid in full)

4. The undersigned affiant for and in consideration of final payment to them in the amount of \$ _____, and all other previous payments paid by City to Contractor, does hereby for and in behalf of the Contractor, waive, release, remise and relinquish the Contractor's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of lien whatsoever, on any of the premises owned by City on which improvements have been completed in connection with the aforementioned Contract.

5. The affiant herein does hereby represent that he/she has authority to execute a full and final Release of Lien for and in behalf of the Contractor as set forth above.

6. The affiant herein makes this Affidavit and Release of Lien for the express purpose of inducing City to make final disbursement and payment to the Contractor in the amount of \$ _____.

7. This Affidavit and Release of Lien is made by affiant with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to City under said applicable laws, affiant expressly agrees to indemnify and save City harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or material men who might claim that they have not been paid for services or material furnished by or through the Contractor in connection with the work performed under the aforementioned Contract.

(Corporate Seal)

Name of Corporation

ATTEST:
By _____
Affidavit

Title: _____

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this ___ day of _____ by _____ (name and title of corporate officer) of _____ 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 _____

Serial number if any _____

My Commission Expires: _____

Part III – Samples, Examples, and Helps

Form# 19 – RFP Withdrawal Request

Self explanatory.

Sample# 1 – Sunbiz.com Registration

Self explanatory.

Sample# 2 – Proposer Checklist

Self explanatory.

Sample Only

RFP WITHDRAWAL REQUEST

Date: _____

RFP Number and Title:

I _____, an authorized signer for
Print Authorized Signer's Name Here

Print Contract/Vendor's Name Here

wish to withdraw my paper RFP on the project listed above. Upon withdrawal I authorize my representative, _____ to take possession of our RFP.
Type Name of Authorized Representative

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.

Authorized Signature

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 655555
FEI/EIN Number 5111111111
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

Sample# 2 – Proposer Checklist

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.

QUESTIONS	CHECK MARK- CONFIRMATION
Has the RFP been completely filled out <i>on</i> the RFP form?	<input type="checkbox"/>
Has the unit price been filled in? (If pricing sheet is included)	<input type="checkbox"/>
Has the extension been calculated? (If pricing sheet is included)	<input type="checkbox"/>
Has the delivery date, time, and address been noted?	<input type="checkbox"/>
Have you check your proposal for proper organization, tabs are correct?	<input type="checkbox"/>
If service, product, commodity, or equipment deviates from the specifications or scope of work, have you listed the deviations?	<input type="checkbox"/>
If descriptive literature has been requested, has it been attached to the RFP proposal?	<input type="checkbox"/>
Has the RFP been signed, including the executive summary letter?	<input type="checkbox"/>
Has the RFP been submitted in a sealed envelope/box?	<input type="checkbox"/>
Have you completed the requested identification data on the front of the RFP envelope and the RFP form page of the RFP documents?	<input type="checkbox"/>
Has Conflict of Interest document been completed?	<input type="checkbox"/>
RFP form	<input type="checkbox"/>
Non collusive affidavit	<input type="checkbox"/>
Form 3a- competitive bid	<input type="checkbox"/>
Copy: related MBE State Certified Businesses	<input type="checkbox"/>
References: contacts & summary commentary Reference Surveys	<input type="checkbox"/>
Confirmation of providing special documentation requested specific to project	<input type="checkbox"/>
Confirmation of drug free policy	<input type="checkbox"/>
Confirmation of one original and five copies of proposal (include electronic copy)	<input type="checkbox"/>
Bid bond (Construction-Design Build Only)	<input type="checkbox"/>
Sworn statement public entity crimes	<input type="checkbox"/>
Minority business utilization plan	<input type="checkbox"/>
Trench safety form (Construction-Design Build Only)	<input type="checkbox"/>
Subcontractors listing (Construction-Design Build Only)	<input type="checkbox"/>
Copy: company state registration certificate authorized to do business in Florida (Sunbiz.com)	<input type="checkbox"/>
Confirmation of receipt of all addenda and related construction plans, as applies	<input type="checkbox"/>
Disclosure of confidential & proprietary information not subject to public disclosure and specific reference to state statute authorizing said exemption	<input type="checkbox"/>
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?	<input type="checkbox"/>

Special Conditions:

These are conditions that are in relation to this RFP only and have not been included in the CITY's standard Terms and Conditions or the Scope of Work.

Sample Only



**City of Sarasota, Florida
Scope of Work and Specifications**

Sample Only

Prepared by: