

City of North Port

The seal of the City of North Port, Florida, is a circular emblem. The outer ring contains the text "CITY OF NORTH PORT" at the top and "FLORIDA" at the bottom, separated by two small dots. The inner circle features a yellow map of Florida with a green palm tree on the left and a blue bird on the right. Below the map, the text "INCORPORATED 1959" is written.

DESIGN-BUILD SERVICES FOR THE FLEET MAINTENANCE/PUBLIC WORKS FACILITIES

**Request for Proposal No. 2011-01
(PART I OF II)**

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

Notice is hereby given that the City of North Port is requesting qualifications from legal entities authorized to do business in Florida to provide Design-Build Services. Sealed proposals will be received at the City of North Port Finance Department, 4970 City Hall Boulevard, Suite 337, North Port, Florida 34286, for

RFP NO. 2011-01 (Part I of II)

INITIAL QUALIFICATIONS SUBMITTAL FOR

DESIGN-BUILD SERVICES FOR FLEET MAINTENANCE/PUBLIC WORKS FACILITIES

Proposals must be submitted in **one (1) UNBOUND original and FIVE (5) signed copies** in a **SEALED ENVELOPE PLAINLY MARKED WITH THE RFP NAME AND NUMBER**, and addressed to the attention of the Ginny Duyn, CPPB, Purchasing Manager. Please mark the envelope clearly as follows: **"RFP 2011-01: DESIGN BUILD SERVICES FOR FLEET MAINTENANCE/PUBLIC WORKS FACILITIES."**

DUE DATE: SEPTEMBER 30, 2010 AT 2:00 P.M. (EDT)

PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE OPENED.

Information regarding this project may be viewed and downloaded from Demand Star's website at www.demandstar.com. Links to DemandStar are also available from the city web site at www.cityofnorthport.com. Proposal documents may also be obtained by contacting Purchasing at (941) 429-7170 or by emailing your request to purchasing@cityofnorthport.com. Requests for additional information or clarification must be sent via facsimile to (941) 429-7173 or via email to purchasing@cityofnorthport.com. No verbal requests will be honored. All requests must be submitted no later than five (5) business days prior to RFP due date.

The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

PUBLISH: August 31, 2010
www.cityofnorthport.com
www.demandstar.com
Sarasota Herald-Tribune

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2011-01 (PART I OF II)
INITIAL QUALIFICATIONS SUBMITTAL FOR
DESIGN-BUILD SERVICES FOR FLEET MAINTENANCE/PUBLIC WORKS FACILITIES**

PART I – GENERAL INSTRUCTIONS

1. PURPOSE

- A. Intent of RFP:** It is the intent of the City of North Port, Florida, to request qualifications from legal entities authorized to do business in Florida to provide Design-Build Services.
- B. Time and Due Date:** The City of North Port will accept initial proposals from qualified firms consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida **no later than September 30, 2010 @ 2:00 P.M. (EDT).**

Background: The City of North Port is located in the southern section of Sarasota County on Florida's Gulf Coast midway between Tampa and Naples. The City includes just over 100 square miles of area and its population has doubled during the last decade currently surpassing more than 50,000 people.

- 2. CONTRACT AWARDS/TERM OF CONTRACT:** The City anticipates entering into one (1) contract with the firm who submits the proposal judged to be most advantageous to the City.

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

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

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

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

- 5. PROPOSAL SUBMISSION AND WITHDRAWAL:** The City will receive proposals at the following address and clearly marked on the outside: **RFP No: 2011-01: "DESIGN-BUILD SERVICES FOR FLEET MAINTENANCE/PUBLIC WORKS FACILITIES."**

City of North Port
Ginny Duyn, CPPB
Purchasing Office
4970 City Hall Boulevard
North Port, Florida 34286

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the due date. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one hundred and eighty (180) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Commissioners. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

6. PUBLIC PRESENTATIONS: The Professional Services Committee may conduct discussions with and may require public presentations by no less than three (3) firms, regarding their qualifications, approach to the project, and ability to furnish the required services. The City shall not be responsible for any expenses incurred for public presentations.

7. PROPOSAL RESTRICTIONS: In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part III – Instructions for Preparing Proposals contained within this RFP.

8. DRUG FREE WORKPLACE: The City of North Port is a Drug Free Workplace. It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the proposal.

9. PUBLIC ENTITY CRIMES STATEMENT: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods/services to a public entity, may not submit a proposal on a contract with a public entity for 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 be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list."

10. MINORITY BUSINESS ENTERPRISE (MBE): M/WBEs are encouraged to participate in the proposal process. All MBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the RFP submission.

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

12. CANCELLATION: The City shall have the right to unilaterally cancel, terminate or suspend this contract, in whole or in part, by providing the firm thirty (30) calendar days written notice by certified mail.

13. FISCAL NON-FUNDING CLAUSE: In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the successful Proposer of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

14. RESERVED RIGHTS: The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City.

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

15. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: City of North Port, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

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

17. *INSURANCE REQUIREMENTS: The successful **ARCHITECTURAL/ENGINEERING** firm shall be required to supply, at their cost, the following minimum insurance coverage:

- a. **Workers Compensation:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.
- b. **Comprehensive Commercial General Liability Insurance:** Occurrence from required. Aggregate must apply separately to this contract/job. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
- c. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.
- d. **Professional Liability Insurance:** with minimum \$1,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.
- e. City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy and the Business Auto Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this agreement.
- f. Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.
- g. All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is given at least ten (10) days' prior written notice of cancellation by the insurance company.

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

- a. **Workers Compensation:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$3,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.
- b. **Comprehensive Commercial General Liability Insurance:** Occurrence from required. Aggregate must apply separately to this contract/job. Minimum \$3,000,000 each occurrence; \$6,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
- c. **Automobile Insurance:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$3,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.
- d. **Environmental/Pollution Liability:** With City named as an "Additional Insured" Required when dealing with any substance as defined and regulated per Florida Statutes. Pollution Liability is generally excluded from most General Liability policies. A separate Pollution Liability policy is required with minimum limits of \$3,000,000 each occurrence and \$6,000,000 general aggregate. Occurrence form required.
- e. The City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy, the Business Auto Policy, and the Environmental/Pollution Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this agreement.
- f. Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.
- g. All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is given at least ten (10) days' prior written notice of cancellation by the insurance company.

***Insurance requirements above are for informational purposes only and will not be determined until Part II of this project.**

18. INDEMNIFICATION/HOLD HARMLESS: The contract with the successful Proposer shall include the following indemnity:

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

In the event of a claim, the CITY shall promptly notify the DESIGN PROFESSIONAL in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Such notification may also be provided by fax transmission to the following fax number:

The CITY shall provide all available information and assistance that the DESIGN PROFESSIONAL may reasonably require regarding any claim.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the DESIGN PROFESSIONAL under the Contract.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the CITY and the DESIGN PROFESSIONAL, the agreement which provides the most protection for the CITY shall take precedence.

Nothing in the award, resulting agreement, or contract shall be deemed to affect the rights, privileges and immunities of the City as set forth in Florida Statute 768.28.

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

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

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

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

~~D. The City may enter into inter-local agreements with other Florida counties or~~

~~municipalities deemed appropriate by the City Commissioners, providing for reciprocal recognition of local businesses.~~

~~E. If there is a tie between a local business and a non-local business, the local business shall receive the award. If there is a tie between two North Port local businesses or two local businesses, the business with the higher percentage of employees who reside within the City shall receive the award.~~

20. CONTRACTING WITH CITY EMPLOYEES OR BOARD MEMBERS: Any City employee, Board member or member of his or her immediate family seeking to Contract with the City shall seek a conflict of interest opinion from the purchasing manager or their designated representative prior to submittal of a response or application of any type to Contract with the City. The affected employee or Board member shall disclose his or her assigned function within the City and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards Of Conduct For Public Officers, Employees Of Agencies, And Local Government Attorneys controls contracting with City employees or board members, and provides as follows:

(12) EXEMPTION.--The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder;

2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and

3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

21. NON-DISCRIMINATION: The City of North Port does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

22. TITLE VI Nondiscrimination Policy Statement – Appendix A (If applicable): During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative

to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the U.S. Department of Energy* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy* may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, the Federal Motor Carrier Safety Administration and/or the Department of Energy* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

23. CIVIL RIGHTS – The following requirements apply to this AGREEMENT (if applicable):

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

“The CONSULTANT or SUBCONSULTANT shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONSULTANT or SUBCONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT or SUBCONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the City deems appropriate.”

Each subcontract the CONSULTANT or SUBCONSULTANT signs in regards to this federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The CONSULTANT or SUBCONSULTANT agrees to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

B. Equal Employment Opportunity – The following equal employment opportunity requirements apply to this AGREEMENT:

(1) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONSULTANT or SUBCONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONSULTANT or SUBCONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT or SUBCONSULTANT agrees to comply with any implementing requirements the Federal government may issue.

(2) **Age** – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT or SUBCONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT or SUBCONSULTANT agrees to comply with any implementing requirements the Federal government may issue.

(3) **Disabilities** – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT or

SUBCONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT or SUBCONSULTANT agrees to comply with any implementing requirements the Federal government may issue.

(4) Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the CONSULTANT or SUBCONSULTANT agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The City's LEP Plan is available at City offices or may be viewed online at www.cityofnorthport.com

(5) Drug or Alcohol Abuse – Confidentiality and Other Civil Rights Protections – To the extent applicable, the CONSULTANT or SUBCONSULTANT agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.

(6) Other Nondiscrimination Laws – The CONSULTANT or SUBCONSULTANT agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONSULTANT or SUBCONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

END OF PART I

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2011-01
DESIGN-BUILD SERVICES FOR FLEET MAINTENANCE/PUBLIC WORKS FACILITIES**

PART II – SCOPE OF SERVICES

- 1.1 **SCOPE OF SERVICES:** The City of North Port is interested in receiving qualifications and proposals from experienced design-build teams for the design and construction of the Fleet Maintenance / Public Works Facilities – Phase I Project located in North Port, Florida (Attachment “E” Project Location Map). The proposed improvements are at the current Public Works Facilities site located at the northeast quadrant of Price Boulevard and Chamberlain Boulevard intersection. The Design-Build firm shall be responsible for technical expertise, professional services and all related activities for complete management of the project. This will require coordination with private utility companies, residents, permitting agencies, public utilities, and quality assurance for all work products and output. Construction progress must include schedules showing critical completion dates and organized execution of the work and methodology.

- 1.2 The Estimated Project Schedule for this Selection Process is:

<u>Step</u>	<u>Proposed Date (estimated no later than)</u>
Advertisement of RFP (Step I).....	8/31/10
Qualifications Submittals Due.....	9/30/10
Shortlist of no Fewer than 3 Firms	10/11/10
Issue of RFP (Step II) to Shortlisted Firms.....	10/18/10
RFP Proposals Due from Shortlisted Firms	11/15/10
Ranking of Shortlisted Firms	11/29/10
Questions & Answer Session with Shortlisted Firms	12/06/10
Contract Approval by BCC.....	12/13/10
Notice to Proceed.....	December 2010

- 1.3 The project information included in this RFP, Part I - Initial Qualifications Submittal, is preliminary in nature. More definitive and detailed information may be provided during Part II of the RFP.
- 1.4 All interested Proposers shall be required to comply with Florida Statute 287.055, Design-Build requirements.
- 1.5 The City intends to utilize standard City contract forms.

2.0 BACKGROUND

- 2.1 The scope of work includes the design and construction of a Fleet Maintenance Facility, including twelve work bays including the ability to add six more work bays at a future date. Fleet Maintenance is currently located at another site. It shall include a Public Works Administration Facility, which is presently located at this site in portable offices that will be removed as part of this project to accommodate the proposed improvements. A Fueling Station and Wash Rack are also included in the proposed improvements; as well as driveways and parking for the public, for operations and for employees. Associated site work includes

utilities (both public and private) within the site, storm drainage system, landscaping and off-site improvements adjacent to the parcel within the existing road rights-of-ways.

The intent of design is to protect the existing neighborhood character by preserving trees on the site. Also, the design-build team must coordinate their work to accommodate Public Works operations at the site.

- 2.2 A Design Criteria package has been developed by the City of North Port staff. The Design Criteria package sets forth requirements regarding survey, design, construction, CEI, maintenance of traffic during construction, requirements relative to project management, scheduling and coordination with other agencies and entities such as state and local government, utilities and environmental permitting agencies and the public. The Design Criteria package will be made available to the short-listed Design-Build Proposers.
- 2.3 The City will provide contract administration, management services, oversight, construction engineering inspection services and quality acceptance reviews of all work associated with the development and preparation of the contract plans, and construction of improvements.
- 2.4 City proposes to select a highly qualified Design-Build team for the design and construction of the project. The City will be providing Construction Engineering Inspection services under a separate consultant agreement.

END OF PART II

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2011-01
DESIGN-BUILD SERVICES FOR FLEET MAINTENANCE/PUBLIC WORKS FACILITIES**

PART III – INSTRUCTIONS FOR PREPARING PROPOSALS

1.0 RFP PROCESS

- 1.1 The selection process will involve a staged proposal structure. The Proposers will submit a qualifications proposal (in response to this RFP Part I - Initial Qualifications Submittal) which will be the basis for short-listing not less than three (3) firms. The CITY will then issue a Request for Proposal (Part II), including the Design Criteria Package, after which time the short-listed firms will submit final proposals. In Part II of the RFP, the City will invite those short-listed to propose a Guaranteed Maximum Price (GMP) and a guaranteed schedule, based on the Design Criteria Package and documents prepared by the City's Design Criteria Professional, together with other contract documents. The GMP must include all design and construction costs. A Proposal Bond will be required during Part II.
- 1.2 The CITY will utilize a Professional Services Review Committee (PSRC) in the design-build selection process.
- 1.3 The intent of the initial qualifications proposal is for respondents to indicate their interest, relevant experience, financial capability, staffing and organizational structure.
- 1.4 Based upon a review of these qualification proposals, not less than three (3) firms/teams will be short-listed and requested to submit final proposals and make oral presentations. A Guaranteed Maximum Price (GMP) proposal must be submitted with the final proposals.
- 1.5 After review of the oral presentations and the final proposals, the City will rank the Proposers and negotiate an Agreement with the top ranked Proposer, subject to approval by the City Commissioners.
- 1.6 If in the sole judgment of the City, a contract cannot be successfully negotiated with the top-ranked firm, negotiations with that firm will be formally terminated and negotiations shall begin with the firm ranked second. If a contract cannot be successfully negotiated with the firm ranked second, negotiations with that firm will be formally terminated and negotiations shall begin with the third ranked firm, and so on. The City reserves the right to negotiate any element of the proposal in the best interest of the City.
- 1.7 All proposal preparation expenses are to be borne by the proposer.

2.0 INSTRUCTIONS FOR SUBMISSION OF QUALIFICATIONS

- 2.1 Proposers shall submit one (1) signed original and five (5) copies of the signed original proposal to the City of North Port Finance Department, Attention: Ginny Duyn, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286, no later than September 30, 2010 at 2:00PM.
- 2.2 Proposals shall be submitted to the City of North Port Finance Department, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286, before the time and date stated on the cover sheet. Any proposals received after the stated time and date may not be considered. The required number of signed proposal copies shall be submitted in one clearly marked sealed package.
- 2.3 Proposals shall clearly indicate the legal name, address and telephone number of the proposer (company, firm, partnership, individual). The signatory shall have the authority to bind the proposer to the submitted proposal.
- 2.4 The Proposer may be a corporation, partnership, limited liability company, joint venture or other legal entity. If more than one entity has combined to form the Proposer, each such entity must be appropriately registered to do business in the State of Florida as required by law. In addition, the Proposer must be registered with the Florida Department of Business and Professional Regulations as required under Chapter 489, Florida Statutes, prior to submitting a proposal.
- 2.5 Proposers should note that in the event the Proposer consists of multiple entities, the Proposer itself, and not any of the individual entities, must satisfy all requirements of City of North Port Ordinance 09-10 in order for the proposal to be eligible for Local Business Preference points. For example, in the event a joint venture formed less than six months prior to submission of a proposal in response to this RFP cannot, pursuant to the Ordinance, be eligible for any Local Preference Points even if all individual entities comprising the joint venture meet all requirements of the Ordinance separately.
- 2.6 Where specified, the maximum number of pages in each section of the response shall consist of double-sided, 8 1/2" x 11" paper, using 12-point characters. Responses exceeding these limits may be considered non-responsive. All printed and photocopied documents related to this proposal and in fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a minimum of 30% post-consumer content.
- 2.7 The original proposal submittal and all 5 copies shall be separated into tabbed sections, with the following information behind each tab:
 - Introduction Letter
 - Professional Services Response Form (Attachment B)
 - Proposer Information / Certification (Attachment C)
 - Responses to specifically address the six (6) criteria listed below in Section 5.0, using the appropriate forms as necessary.

3.0 RATING SYSTEM FOR DEVELOPMENT OF SHORT-LIST

For the development of a shortlist, a rating system will be utilized by the CITY'S Professional Services Review Committee (PSRC) to score and rank each proposal. Proposers are encouraged to keep their qualification proposals concise and to include a minimum of marketing materials. At a minimum, each Proposal must address the following criteria:

	Maximum Points
1. Approach to Project and Ability to Furnish Required Services	25
2. Ability of Design-Build Team	25
3. Successful Experience with Similar Projects	30
4. Ability to Meet Schedule and Budget Requirements	10
5. Effect of Project Team Location on Project Responses	10
6. Financial Capability	0
7. Minority Business Enterprise (MBE)	0 or 3
TOTAL POSSIBLE POINTS	103

3.1 APPROACH TO PROJECT AND AVAILABILITY TO FURNISH REQUIRED SERVICES - 25 POINTS

Response limited to 5 pages maximum, excluding organizational chart.

- 3.1.1 Provide brief overview of firm and firm history. Provide a narrative demonstrating Proposer's approach to project and its ability to furnish services. Describe the various phases of the project. Explain the organization of the design-build team and specific responsibilities of firms and team members (include an Organizational Chart).
- 3.1.2 Demonstrate the proposer's minimum compliance with the design-build requirements of Florida Statute 287.055.
- 3.1.3 Indicate if services will be provided by applicant or by sub-consultant firm. When services are to be provided by sub-consultant firm, include sub consultant firm's name and specify what services will be provided.
- 3.1.4 Relative to the scope of services for the project, describe the specific abilities of the firms. Describe the proposer's plan for the services and how those plans are to be executed.
- 3.1.5 Include any innovative approaches to providing the services or to implementing the project.
- 3.1.6 Briefly describe the proposer's Quality Assurance/Quality Control Program.

3.2 ABILITY OF DESIGN-BUILD TEAM - 25 POINTS

Response limited to 5 pages maximum, excluding resumes and organizational charts. Resumes limited to maximum of two pages each.

- 3.2.1 Attach resumes for key personnel of the Project Team, detailing qualifications and past experience as it relates to similar types of

projects. Information shall include name of individual and where the individual will be located during the project. All professionals of record shall be included.

3.2.2 Provide a short narrative on each team component or position describing its function and responsibilities.

3.2.3 Submit separate organizational charts delineating personnel assigned to both construction and design services.

3.3 SUCCESSFUL EXPERIENCE WITH SIMILAR PROJECTS – 30 POINTS

Response limited to 5 pages maximum, excluding Experience Record Forms and Project Reference Forms.

3.3.1 Utilizing the Experience Record Form (Attachment D) list projects completed within the past 5 years to indicate proficiency in similar work. An Experience Record Form shall be submitted for all companies included in the Project Team.

3.3.2 Provide more specific information on a maximum of five (5) recent, representative projects using Project Reference Form, (Attachment E). Identify members of the project team who have worked on these representative projects and their levels of responsibility.

3.3.3 All Proposers and key firms of the Proposers' teams shall disclose and provide a written explanation regarding any litigation, major disputes, contract defaults and liens within the last 5 years.

3.4 ABILITY TO MEET SCHEDULE AND BUDGET REQUIREMENTS – 10 POINTS

Response limited to 5 pages maximum.

3.4.1 Provide a short narrative outlining how the proposer intends to manage the project in order to meet schedule and budget requirements.

3.4.2 Indicate the controls to be utilized to maintain both schedule and budget for this project.

3.4.3 Describe how personnel will be assigned and tasks effectively handled in order to provide the most efficient services on the project during both the design and the construction phases of the project.

3.4.4 Describe the current and projected workload of the proposer and sub-consultants over the next two years and the daily ability of each to handle the scope of services.

3.4.5 Provide a graphic representation of the proposer's current commitment over the next two year period for key members of the project team.

3.5 EFFECT OF PROJECT TEAM LOCATION ON PROJECT RESPONSES – 10 POINTS

Response limited to 2 pages maximum.

3.5.1 Define where elements of the work will be performed (City/State), whether

performed by prime or sub-consultant firms, and who in the Proposer's organizational chart will oversee performance of that work.

3.5.2 Specify the members of the project team and office location for each.

3.5.3 For the purpose of this solicitation, a firm shall be considered local if the office from which it will be managing the project is located in Sarasota County.

3.6 **MINORITY BUSINESS ENTERPRISE (MBE) – 0 OR 3 POINTS** 3.6.1 All MBEs shall be certified as a Minority Business Enterprise by the State of Florida, Department of Management Services, Office of Supplier Diversity pursuant to Section 287.0943, Florida Statutes, or by statewide and interlocal agreement certification, as provided for by Section 287.09431, Florida Statutes. A State of Florida MBE Certificate or interlocal agreement from an agency having an interlocal agreement with the State of Florida must accompany the RFP submission.

3.7 **FINANCIAL CAPABILITY (NO POINTS ALLOCATED; WILL BE RATED AS RESPONSIBLE OR NON-RESPONSIBLE)**

3.7.1 The selected Proposer will be required to provide a Performance Bond and Payment Bond in the full amount of the contract. At this time, Proposers shall evidence their ability to maintain a Performance and Payment Bond in for one hundred percent (100%) of the project and at least \$2 million in Professional Liability insurance. Include a signed copy of Attachment F – Assurance of Insurability Form. (Insurance requirements for the Project will be specifically identified in the RFP- Step II).

Proposer shall be registered with the Department of State and authorized to conduct business in the State of Florida. A copy of Registration must be included with submission. If Proposer is claiming MBE/WBE/DBE a copy of the certificate must be included with submission.

A cover letter shall accompany the proposal and shall be typed on the firm's letterhead referring to the project and the scope of services, containing all required information. That information is to be submitted in **one (1) unbound original plus five (5) signed copies** and placed in a sealed package clearly marked on the outside " **PROPOSAL NO. 2011-01 DESIGN-BUILD SERVICES FOR FLEET MAINTENANCE/PUBLIC WORKS FACILITIES**" and addressed to:

**Ginny Duyn, CPPB
Purchasing Manager
City of North Port
4970 City Hall Blvd.
Purchasing Office
North Port, Florida 34286**

END OF PART III

**CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2011-01
DESIGN-BUILD SERVICES FOR FLEET MAINTENANCE/PUBLIC WORKS FACILITIES**

PART IV – REQUIRED FORMS

Proposer Check List

Local Business Status: Not Applicable for this project.

Employee Bidding: Due to the requirements of Florida Statute §112.313(12), Bidders who are City employees or advisory board members shall indicate their status below.

☐

Yes, I am an employee of the City of North Port

☐

Yes, I am serving on an Advisory Board

Please indicate by (√) that you have included the following documentation with your proposal:

- () *The Proposer shall submit proof that the company is authorized to do business in the State of Florida*
() *If the Proposer is claiming MBE/DBE/WBE a copy of the certificate must be included with the proposal*
() *Contractor has reviewed all the insurance requirements and is able to meet the requirements*

The following pages are forms that must be executed and returned with your submittal:

<i>Proposer's Check List</i>	<i>19</i>
<i>Submittal Signature Form</i>	<i>20</i>
<i>Drug-Free Workplace</i>	<i>21</i>
<i>Public Entity Crime Information</i>	<i>22</i>
<i>Non-Collusive Affidavit</i>	<i>23</i>
<i>Statement of Organization</i>	<i>24-25</i>

COMPANY: _____

SIGNATURE: _____

This page must be submitted with Proposal

PROPOSAL SUBMITTAL SIGNATURE FORM

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

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

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

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

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

Company Name

Telephone # Fax #

Main Office Address

City State Zip Code

Address of Office Servicing City of North Port, if different than above

City State Zip Code

Name & Title of Firm Representative

Telephone # Fax #

Signature Date

This page must be submitted with Proposal

DRUG FREE WORKPLACE FORM

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

(Company Name)

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

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

Signature

Date

This page must be submitted with Proposal

PUBLIC ENTITY CRIME INFORMATION

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 of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

_____ City:

_____ State: _____ Zip Code: _____, have

read and understand the contents above.

Signature: _____ Date: _____

Telephone #: _____ Fax #: _____

Federal ID #: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____

who ☐ is personally known to me or ☐ has produced his/her driver's license as identification.

Notary Public - State of Florida

Print Name: _____

Commission No: _____

This page must be submitted with Proposal

NON-COLLUSIVE AFFIDAVIT

State of _____
County of _____ } SS.

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

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

STATE OF _____

COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

This page must be submitted with Proposal

STATEMENT OF ORGANIZATION

Proposer must state whether he/she is an individual, partnership, corporation or joint venture. Partnerships shall show the names, titles, and original signature of all partners with authority to bind the company. Corporations must be signed in the name and with the seal of the corporation, followed by the original signature and title of the person authorized to bind the corporation. Each joint venture shall be required to sign for each individual, partnership and corporation that is a party to the joint venture

If the Proposer is an **INDIVIDUAL**:

Individual's Name: _____

D/B/A: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If the Proposer is a **PARTNERSHIP and LIMITED LIABILITY COMPANY**
(Provide names and signatures of all partners):

Company Name: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Partner: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

(Attach additional sheets if necessary)

If the Proposer is a **CORPORATION**:

Corporation Name: _____

State of Incorporation: _____ CORPORATE SEAL _____

Name/Title of person authorized to bind: _____

Signature: _____

This page must be submitted with Proposal

Name/Title of person authorized to bind: _____

Signature: _____

Business Address: _____

Phone: _____ Fax: _____

If Proposer is a **JOINT VENTURE**:

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title: _____

Business Address: _____

Phone: _____ Fax: _____

Name/Title of person authorized to bind: _____

Signature: _____

Name/Title of person authorized to bind: _____

Signature: _____

STATE OF _____

COUNTY OF _____

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

Notary Public - State of Florida

Print Name: _____

Commission No: _____

() Offeror shall submit proof that the company is authorized to do business in the State of Florida.

This page must be submitted with Proposal

END OF PART IV

ATTACHMENT A
PROFESSION SERVICES RESPONSE FORM
RFP NO. 2011-01

Company Name:		Years in business:			
Address:					
E-mail Address		Phone Number		Fax Number	
		City/County		State	
	Home office				
	Office to perform work				
1.	Project Team Name and Title	Years experience	City of office individual will work out of for this project	City individual's office is normally located	City of individual's residence
2.	Magnitude of company operations				
	Total professional services fees received within last 24 months:	\$			
	B) Number of similar projects started within last 24 months:				
	C) Largest single project to date:	\$			
3.	Magnitude of City projects				
	A) Number of current or scheduled City projects				
	Payments received from the City over the past 24 months	\$			
4.	Minority owned?	Yes / No			

ATTACHMENT A
PROFESSION SERVICES RESPONSE FORM
RFP NO. 2011-01

5.	Sub-Consultant(s) (if applicable)	Location	% of Work to be Provided	Services to be Provided	
6.	Office Located in the City of North Port? Yes/No	Owned / Leased	If Leased, Expiration Date	Locally Answered Phone Yes / No	No. Full Time Employees in This Office
	(Office Size) (_____ Sq. ft.)				
7.	Disclosure of interest or involvement: List below all private sector clients with whom you have an active pending contract and who have an interest within the areas affected by this project. Also include any properties or interests held by your firm, or officers of your firm, within the areas affected by this project.				
	Firm		Address		
	Phone #		Contact Name		
	Start Date		Ending Date		
	Project Name/Description				
8. Comments or Additional Information					

ATTACHMENT B
EXPERIENCE RECORD FORM
RFP NO. 2011-01

1. Client Name:
2. Client Contact: (name, title, phone number and/or email address)
3. Location:
4. Project Start and Completion Dates:
5. Project Description: (including number of SCADA nodes)
6. Project Budget:
7. Firm/Team members involved and level of responsibility of each:

ATTACHMENT C
PROJECT REFERENCE FORM
RFP NO. 2011-01

1. Project title and Location:
2. Project Description:
3. Owner's Name:
4. Owner Contact Person/Phone No.:
5. Architect of Record:
6. Architect Contact Person/Phone No.:
7. Project Costs (include Project Total Sq. Ft. & Cost per Sq. Ft.):
8. Was construction completed within budget: (if not, provide explanation)?
9. Construction Start and Completion Dates:
10. Was construction completed within schedule (if not, provide explanation and original completion date)?
11. Location of office performing work:
12. Was Proposer the prime contractor or subcontractor?
13. Type/Scope of Services Provided:
14. Names and roles of key team personnel for this project:
15. Which members of your proposed team worked on this project?

**ATTACHMENT D
ASSURANCE OF INSURABILITY FORM
RFP NO. 2011-01**

Any award(s) that may result from this solicitation will be contingent upon the provision of insurance meeting the requirements specified in the attached document. Additionally, a waiver of subrogation and naming of the City of North Port as additional insured are mandatory. Bidders are encouraged to review insurance requirements with their insurance carrier prior to submittal of a proposal.

By signing this form, you are indicating that you have the ability to and will comply with the listed insurance requirements. The absence of this signed form as part of your submittal may, at the City's sole discretion, result in your submittal being deemed non-responsive.

By signing this form, I hereby certify that:

1. I am able to provide all insurance required in the solicitation within the specified ten-day period;
2. I am willing and able to add the City of North Port as additional insured on my policies; and
3. I am willing and able to grant a waiver of subrogation to the City of North Port.

Within ten business days after solicitation award, the selected proposer shall submit the required insurance certificates. After ten days, if required evidence of insurance is not received, the City reserves the right to rescind the award.

Printed Name

Signature

Date

Title

Firm Name