



Request For Proposal # 11-13K

*Consulting Engineer –
Intersection & Roadway Capacity Enhancements (CCNA)*

Public Works Department

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

Proposals to be submitted:

Before 2:30 p.m. on February 23, 2011

*in the Office of the Purchasing Manager
1565 First Street, Room 205
Sarasota, Fl. 34236
Ph. #(941) 954-4151*



**Request for Proposal
RFP # 11-13K**

January 18, 2011

The City of Sarasota, Florida, is seeking professional engineering consultant services, in accordance with the provisions of the Consultant's Competitive Negotiations Act (CCNA), from qualified professional consulting engineering firms with experience in the preparation of plans, permitting and construction phase services for **Intersection & Roadway Capacity Enhancements**. The selected consultant(s) may be required to perform traffic studies, traffic modeling, feasibility assessments, studies, investigation work, as well as completing preliminary and final design of intersection improvements, or roadway capacity enhancements, as well as any associated improvements necessary to construct same. This includes any required traffic signal upgrades, utility reconstruction or adjustments, storm water or drainage upgrades required for operation or permitting of the proposed improvements. More than one firm may be selected and utilized to provide the described services on a rotating basis, subject to the availability of each firm's resources, time, and expertise. Upon the mutual consent of both parties, this contract period may be extended for two (2) additional one (1) year periods, under the same terms and conditions.

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.

Those individuals/ firms interested in being considered for **RFP # 11-13K: Consulting Engineer – Intersection & Roadway Capacity Enhancements** are instructed to submit **five- (5) copies and one (1) original of their proposals**, pertinent to this project **prior to 2:30 PM on February 23, 2011**, to the office of the Purchasing Manager, 1565 First Street, Room 205, Sarasota, Florida, 34236. The RFP proposals shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked: **RFP # 11-13K: Consulting Engineer – Intersection & Roadway Capacity Enhancements**. Qualified responses will be reviewed and ranked by an evaluation committee.

Please Note: in the event a proposer chooses *not* to submit a proposal, please refer to *Item #VII (page 6): "No Response to RFP"* for instructions.

Questions regarding this Request For Proposal # 11-13K are to be directed in writing to Barney Kavanagh, Senior Procurement Specialist using email address: Barney.Kavanagh@SarasotaGov.com, or faxed to (941) 954-4157, during normal working hours.

Sincerely,

Mary G. Tucker, CPPO, FCPM
Purchasing Manager

Minimum Requirements

Consulting Engineer- Intersection & Roadway Capacity Enhancements

I. Purpose:

The City of Sarasota, Florida, is seeking professional engineering consultant services, in accordance with the provisions of the *Consultant's Competitive Negotiations Act (CCNA)*, from qualified professional consulting engineering firms with experience in the preparation of plans, permitting and construction phase services for **Intersection & Roadway Capacity Enhancements**. The City of Sarasota is soliciting proposals for consulting engineering services related to design of intersection reconstruction projects or minor roadway capacity enhancements. The selected consultant(s) may be required to perform traffic studies, traffic modeling, feasibility assessments, studies, investigation work, as well as completing preliminary and final design of intersection improvements or roadway capacity enhancements, as well as any associated improvements necessary to construct same. This includes any required traffic signal upgrades, utility reconstruction or adjustments, storm water or drainage upgrades required for operation or permitting of the proposed improvements.

Upon the mutual consent of both parties, this contract period may be extended for two (2) additional one (1) year periods, under the same terms and conditions.

More than one firm may be selected and utilized to provide the described services on a rotating basis, subject to the availability of each firm's resources, time, scheduling and expertise. Because of the specialty nature of work involved in this RFP, consultants may submit their proposal for specific portions / tasks involved in project development. For example, a firm with strength in traffic operations may submit their qualifications for traffic studies and traffic modeling only. The initial contract shall consist of one year, and may be extended for two (2) additional one (1) year periods, by mutual agreement, within budgetary limitations, for the same terms and conditions.

Background

The City of Sarasota is an urban city with a full-time population of approximately 55,000. Traffic congestion has become a nuisance for residents as well as visitors and tourists, and the city has found upgrades to urban intersections to be one of the best methods to improve capacity and level-of-service (LOS) to combat congestion. In addition to upgrades, regular reconstruction of signals or intersections is required to maintain the existing system. Lastly, intersection enhancements are often requested for traffic calming purposes by the city's neighborhoods groups for improvement of quality of life issues.

The City of Sarasota will provide a scope of services to the consultant when their services are necessary. The consultant will then examine the scope, and provide a proposal to meet or exceed said requirements including the fee as either a lump sum cost, or a hourly not-to-exceed cost based on rates established in the contract.

Proposal Requirements.

Consultant shall provide the following subsections in their proposal:

- a. General project approach.
- b. Project Manager. Consultant shall provide individual to be primary contact for all work related to this contract.
- c. Past experience with like projects. Please highlight projects which demonstrate experience with traffic studies, traffic modeling, preliminary and final design of intersection improvements, roadway capacity enhancements, traffic signal upgrades, utility adjustments and closed drainage systems. PLEASE NOTE that due to the specialty work involved in these types of projects, CONSULTANTS MAY SUBMIT THEIR QUALIFICATIONS FOR A SPECIALTY, or may submit to meet the entire scope.
- d. Personnel and/or sub-consultants expected to complete tasks presented in this RFP.
- e. Availability of resources.
- f. QA/QC Procedures of consultant.
- g. Location of offices / proximity to the project.
- h. State Certified Minority Business Enterprise (MBE)

II. Tasks

The following tasks are typical of a project, but may not be applicable to any particular project assigned to the consultant. Consultants may submit a proposal for particular tasks which meet their expertise, or may submit proposal to complete all tasks. Consultants may utilize sub-consultants for tasks outside their area of expertise.

1. Preliminary Feasibility Study

for intersection improvements / roadway capacity enhancements, includes, but not limited to:

- a. Traffic counts.
- b. Traffic studies, including LOS evaluation for existing and nearby segments and intersections.
- c. Traffic modeling.
- d. Evaluation of existing ROW.
- e. Exploring location of, and identifying possible conflicts with underground utilities.
- f. Impacts to utilities, other roadways, sidewalks, trees, shrubs, habitats, both in public R/O/W and private property.
- g. Identification of environmental or permitting concerns.
- h. Identifying any other elements which may make project problematic or impossible.
- i. May include soliciting public input through: flyers, mailings, websites, or public meetings.
- j. May include attendance at public meeting(s).

2. Preliminary Layout / Design Recommendation(s)

- a. This task commonly is completed in conjunction with the Preliminary Feasibility Study.
- b. Utilizing traffic data, provide project alternatives and recommendations.
- c. Provide preliminary design plans.
- d. Provide example of typical section of proposed roadway (if applicable).
- e. Provide early opinion of cost of construction.
- f. May include attendance at public meeting(s).

3. Survey and Data Collection

All survey work shall be overseen, signed and sealed by a Professional Surveyor and Mapper, registered in the State of Florida.

- a. Construction, topographic, and/or tree survey(s).
- b. Some projects may require detailed R/O/W investigation and survey.
- c. ROW plans, easements, and right-of-entry agreements could be necessitated if inadequate R/O/W exists.
- d. Subsurface utility information may be necessary, including SUE (Subsurface Utility Engineering) in some cases where significant utilities may conflict with improvements.

4. Permitting

- a. Schedule pre-application meetings and discuss proposed projects with SWFWMD (Southwest Florida Water Management District).
- b. Complete and submit ERP's or No Permit Required applications to SWFWMD based on pre-application input from SWFWMD and city staff.
- c. Obtain other permits as may be necessary.

5. Design Phase

- a. Prepare 30%, 60%, 90% and/or 100% submittals. Incorporate city staff comments at each level until final construction drawings are accepted.
- b. Projects designed to meet FDOT and City of Sarasota EDCM standards.
- c. Some projects may require FDOT review.
- d. Typically, plans are designed on full-sized 24" x 36" sheets.
- e. Prepare preliminary technical specifications for the proposed improvements, based on City of Sarasota Standard Specifications.
- f. Provide final opinion of cost of construction.
- g. Consultant may be requested to provide other miscellaneous services as part of this project, including:
 - i. Landscape and irrigation design

- ii. Street lighting
- iii. Handicap ramp and intersection detail sheets
- iv. Easement and Right-of-way purchase negotiations

6. **Bidding Phase**

- a. City of Sarasota purchasing department will publicly bid project, if necessary.
- b. If bidding is required, consultant shall provide written response to any contractor RAI in a timely fashion.
- c. Consultant shall prepare written project addendums for construction plan related items and forward to OWNER for distribution, if required.
- d. Consultant may be required to review bids received from contractors and prepare a letter of recommendation for contract award.

7. **Construction Phase**

- a. Consultant will attend a pre-construction meeting.
- b. Consultant will provide periodic on-site visits during the construction.
- c. Consultant may be need to attend monthly project meeting with the OWNER and project contractor, and prepare meeting agenda and minutes of the meeting.
- d. Consultant will review shop drawings, respond to contractor's RAIs, and prepare change order.
- e. Consultant will review contractor's monthly pay requests, field verify quantities and recommend approval.
- f. Upon substantial completion of project, consultant will conduct a walk through and prepare a punch list for minor items requiring correction by the contractor.
- g. Consultant will conduct a final project walk through upon completion of punch list.
- h. Consultant will prepare record drawings based on survey information provided by the contractor's surveyor.
- i. Consultant will prepare final certification letter to OWNER.

III. **Administered By**

The City of Sarasota Public Works Department

IV. **Submission Schedule**

January 18, 2011

February 23, 2011

To Be Notified

To Be Determined

To Be Notified

Request for Proposal Advertised

2:30 P.M., Submission Deadline

Review Proposals, Establish Short List, if necessary

Schedule Presentations, if necessary

Recommendation to City Commission

V. **Solicitation**

To be considered, submit **one (1) original and five (5) copies** to:

Purchasing Manager
City of Sarasota, Purchasing Department
1565 First Street, Room 205
Sarasota, FL. 34236

RFP proposals shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked: **RFP # 11-13K: Consulting Engineer - Intersection & Roadway Capacity Enhancements (CCNA).**

VI. Communication

All communications regarding this project, including questions related to this Request for Proposal, shall be submitted in writing to the Purchasing Manager **before 5 p.m. (EST) on February 14, 2011.**

Purchasing Manager
City of Sarasota, Purchasing Department
P.O. Box 1058
Sarasota, FL 34230

FAX: (941) 954-4157

VII. No Response to RFP:

If choosing not to submit a response to this RFP, proposer shall complete and return the RFP Form found on pages 18 and 19, giving a brief explanation as to the reason for not submitting a proposal at this time.

Please note: The explanation for not submitting a proposal is due no later than the deadline for the RFP opening.

VIII. Submission Requirements

A. Required Information:

Please submit the following information in the order requested:

1. Name, address, phone number, fax number, and e-mail address of the person or firm submitting the proposal. Provide the name of the contact person and person authorized to contract for the firm if the proposal is being submitted by a firm.
2. The proposer's qualifications to meet the City's objectives and perform tasks listed in the proposal.
3. The proposed scope of work based on the City's objectives outlined in this RFP. Include performance standards appropriate to the proposed work.

IX. Limitations

- A. This request does not commit the City to the award of a contract, or to pay any costs incurred in the preparation for a response to this request.
- B. The City of Sarasota **may or may not** require the prospective consultant to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
- C. The City of Sarasota reserves the right to reject any or all proposals, to waive informalities, to request additional information, and to award a contract deemed most advantageous for the City.

X. Format

All written material submitted in response to this request should be typed, and shall include:

- A. Specific concerns regarding the scope of work called for in this request and recommended potential solutions to those concerns should be identified in the statement of work.
- B. *Consultant's* authorized signature.

The proposal shall be signed by an official authorized to bind the Engineer in a contractual agreement, including the address, telephone number and fax number.

- C. Presentation of the firm's proposed project team including a resume' for each team member specific to relevant experience with similar projects.

XI. Minimum Requirements of Consultants

- A. Registered under the State of Florida to perform the professional services required for these studies. **A copy of Registration must be included with submission.**
- B. Previous experiences in the preparation of Intersection and Roadway Capacity Enhancement of a similar nature.
- C. The **Consultant** warrants that he/she is fully qualified, with adequate personnel and experience to undertake the services required within a reasonable time.
- D. Contract Administration in related projects.

XII. Budgetary Schedule

The total budget for work to be performed under this agreement will vary, according to the tasks that the consultant completes as assigned.

XIII. Project Representation:

The Director of the Public Works Department will be the Contract Administrator for this project, unless otherwise designated by the City Manager.

XIV. Selection Criteria:

The Evaluation Committee shall determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing the services, and when deemed necessary, by conducting formal interviews of selected respondents that are determined to be best qualified based upon the evaluation of written response. The determination of the best-qualified firms shall be based upon the following criteria, and respondents are required to provide as a minimum, the information listed under each criterion. Failure to provide adequate information on any criteria may result in rejection of proposal as non-responsive.

A. Competence

Competence, including technical education and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons, and where applicable, their relationship of construction cost estimates by the person to actual costs on previous projects.

Number and size of staff, names and resumes of those to be assigned to this project.

Provide the name and office locations of any sub-consultants proposed to be used on the project. A consideration of any sub-consultants will be included in evaluation of competency criteria.

B. Current Workload

Number and size or relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.

C. Financial Responsibility

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 consultant is a joint venture, it will be assumed the firm shown on the

transmittal letterhead will be the prime consultant with whom the City would contract and all other firms shown as team members would be sub-consultants.

Consultant may be requested to furnish latest financial statement for review as well as a schedule of all claims made during the past five (5) years, where a professional error or omission was involved including those settled with or without litigation.

D. Past Record of Professional Accomplishments

List of completed projects similar in scope to project under consideration, references to include owner's contact person and telephone number. Any outstanding accomplishment of the firm that relates to the specific services being sought. Also to be included is any Quality Assurance and Value Engineering Programs.

E. Proximity to the Project Involved

Location of the Consultant's office and location of the office where the project will be produced. Include the name of those members of the project team that are permanently assigned to the project office.

F. Past Record of Performance for Using Agencies

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.

G. Any small business certified as a minority business enterprise by the Office of Supplier Diversity of the State of Florida shall be presumed to meet the requirements as a certified Minority Business Enterprise. **The State of Florida Certificate or jurisdictional award from an agency with an inter-local agreement with the State of Florida Office of Supplier Diversity must accompany any submission claiming to be a certified Minority Business Enterprise.**

H. Overall responsiveness to RFP.

XV. General Terms and Conditions

A. Payment of Fees

The contract shall be a fixed fee type of contract not to exceed the negotiated contract price. Progress payments will be made monthly, based upon percentage of tasks completed.

B. Time of Completion

The services shall commence upon written notice to proceed from the Purchasing Manager , unless otherwise designated by the City Manager, and the project shall be completed in accordance with the project schedule.

C. Employees of Consultants

Substantial consideration is given by the City in awarding of an agreement, based on the experience of the project team proposed by the consulting firm to perform the services required. No change shall be made in the composition of the team, without the prior written approval of the City Manager or his designee.

D. Changes in Scope of Work

The City Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

E. Indemnification

1. Professional Engineering Firm

Consultant shall indemnify and hold harmless the City, its elected and appointed officials, officers, employees and agents, from liabilities, damages, losses and costs, including but not limited to reasonable attorney's fee, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the **Consultant** or any person employed or utilized by the **Consultant** in the performance of the contract. City and the **Consultant** acknowledge that the

first ten dollars (\$10.00) of compensation paid **Consultant** for its services hereunder shall be deemed specific consideration for the indemnification

F. INSURANCE

The **Consultant**, prior to the signing of 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 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, as it applies to any of the required insurance coverage. Any and all fully-executed contracts will require that the Contractor be fully insured per the terms and conditions as follows herein:

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 per accident; \$500,000 disease aggregate; and \$100,000 employee per disease or proof of exemption waiver.

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.

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.

4. Umbrella Liability

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

5. Professional Liability

In the minimum amount of One Million Dollars.

6. 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 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:

a. Contractor'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.

b. 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.

c. Disposal

When applicable, the **Consultant** 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.

d. **Hazardous Waste Transportation**

When applicable, the **Consultant** 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.

e. **Certificates of Insurance**

Shall clearly state the hazardous materials exposure work being performed under this Agreement.

G. **Additional Insured**

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

H. **Certification of Insurance**

Consultant, prior to providing any services pursuant to this Agreement, shall furnish to the City proof of insurance, including, but not limited to a Certificate of Insurance referencing the City of Sarasota as "additional insured", except for worker's compensation and professional liability, and the effectiveness of all required insurance for **Consultant**, and each of its subcontractors. 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 **Consultant**. No work shall commence under this Agreement until the City's authorized representative has given written approval of the insurance certificates. Additionally, **Consultant** has an affirmative obligation throughout the entire term of this Agreement to provide the City Manager evidence of the continuation of all policies required of **Consultant** by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager. City suggests that **Consultant** obtain all policies on an occurrence form basis. If, however, **Consultant** determines to obtain claims-made policies, **Consultant** shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and **Consultant** shall be required to maintain "tail" coverage at the **Consultant's** own expense for a period of time as directed by the City Manager.

I. **Consultant's Responsibility**

Approval by City of Consultant's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of Consultant's drawings or other documents and work pertaining to the project. Additionally, approval by the City of Consultant's work product shall not be deemed to be an assumption of drawings or other documents prepared by Consultant for the project. After acceptance of the final Intersection and Roadway Capacity Enhancement Study by the City, Consultant agrees to perform such consulting 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 Consultant pertaining to the Study.

J. **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 (\$150,000.00), 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.

K. Ownership of Documents

It is understood and agreed that all documents, including detail reports, drawings, and all data prepared or obtained by Consultant in connection with its services hereunder, including all documents bearing the professional seal of the Consultant, thereunder shall be delivered to and become the property of the City, prior to final payment to Consultant at the termination of the agreement.

L. 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 Consultant and the details thereof. In the event Consultant 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 documents submitted by Consultant, when such delay will result in an overall delay of the project completion date, the City Manager shall grant to Consultant, 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 Consultant.

M. Professional Standards

1. Consultant shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees.
2. In the event the Consultant 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 he may terminate pursuant to Section VIII, A, 1 herein.
3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement

Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Consultant, 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 Consultant 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.

N. Termination of Contract - With or Without Cause

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

O. Termination for default

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

P. Termination for Convenience

The performance of work under the contract may be terminated by the City Manager in whole or in part whenever the City Manager determines that termination is in the City of Sarasota's best interest. Any such

termination shall be effected by the delivery to the consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

Q. Payment and Ownership of Documents upon Termination

In the event of termination of the agreement, the Consultant shall cease work and shall deliver to the City all documents (including reports and all other data and material prepared or obtained by Consultant in connection with the project), including all documents bearing the professional seal of the Consultant. City shall upon delivery of the aforesaid documents, pay the Consultant and Consultant shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by Consultant and accepted as satisfactory by the City.

R. Assignment

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

S. Compliance with Applicable Law

The laws of the State of Florida shall govern the agreement. Consultant covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations and rules related to the services to be performed thereunder. Consultant covenants that it will conduct no activity or provide any service that is unlawful or offensive.

T. Disclaimer of Joint Venture

Consultant 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 Consultant. Consultant shall be solely responsible for the conduct of all activities and services provided by Consultant as part of its business operations.

While engaged in carrying out and complying with terms of the agreement, Consultant is an independent contractor and not an officer or employee of the City. Consultant shall not at any time or in any manner represent that it or any of its agents or employees is employees of the City.

U. Right of Inspection

The City Manager, by and through his designee, shall have the right at all reasonable time during the term of the agreement to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

V. Remedies - Cumulative

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.

W. 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 consultant, should not be deemed to be a waiver of any default or breach by the City.

X. Attorney's Fees

Should it become necessary for the City to bring any action against the Consultant to enforce any of the covenants, provisions or conditions of the agreement, the Consultant will pay all costs attendant thereto, including reasonable attorney's fees to the attorney representing the City, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the items thereof.

Y. Public Entity Crimes

A person or affiliate who has been placed on the "Convicted vendor list" following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a Public Entity, may not submit a bid or a contract with a Public Entity for the construction or repair of a public building or public work, 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 Florida Statute Chapter 287.017 for category two- (2) for a period of thirty-six (36) months from the date of being placed on the "convicted vendor list".

Z. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

AA. Minority Business Utilization Policy

1. The City Commission has established a Minority Business Enterprise Utilization Plan (M.B.E.), Resolution No. OIR-1377, (Adopted August 6, 2001), whereby the City will assist in the development of opportunities for M.B.E.'s through the use of commodities, goods and services obtainable from M.B.E.'s, in conjunction with the award of this contract. Each bidder shall undertake to achieve a goal to place a percent of the value of the proposal with one or more M.B.E.'s, including the suppliers of materials, goods, as well as services in accordance with the percentage designated in Florida Statute 287.09451 (4)(n).

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

2. **Proposers shall document and include with their proposals 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 cost, if applicable, or the percent of value of each as it relates to each M.B.E. proposed for participation.** 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 statewide and interlocal agreement certification, as provided for by Section 287.0943(1) Florida Statutes.**
3. **A State of Florida M.B.E. Certificate or interlocal agreement M.B.E. Certificate from an agency having an interlocal agreement with the State of Florida must accompany the bid/RFP submission.**
4. As used in this section Small Business, Minority Business 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.
5. If a proposer does not place a percent of the value of the proposal as set forth in Section 287.09451 (4)(n), Florida Statutes, with a M.B.E., the proposer shall justify, in writing as part of the response to the Request for Proposal, the reason why the proposer was unable to meet the M.B.E. participation goal. Adequate justification shall include the proposer being unable to find a M.B.E. possessing the required experience or licensing in order to provide the necessary services or the proposer's inability to find any M.B.E. within a specific trade or business, or that 100% of the proposed services will be provided by the proposer.

6. Any proposer who fails to comply with the requirements of this plan shall have the response declared nonresponsive.
7. Should any proposer who is awarded a contract falsely represent to the City that it has complied with the requirements of the plan, and if it is determined by the City Manager that said proposer 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 proposer. Alternatively, the City Manager may elect to fulfill the terms of the contract but refuse to accept future proposals from the proposer on the basis that the proposer is not a responsible proposer for City of Sarasota RFP purposes.
8. 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.

A phone number for the Office of Supplier Diversity has also been included for your use.

Internet Address: <http://mbaao.fdles.state.fl.us>

Phone: (850) 487-0915

XVI. Evaluation Criteria

Evaluation criteria will include team and individual personnel experience and qualifications; availability to meet time schedules; office location; previous experience of a similar nature; understanding of the work; evaluation from previous clients; commitment to perform within time constraints, evaluation of past and current work; and whether the firm is a Florida State Certified Minority Business enterprise.

The selection of a Consultant is made after careful evaluation of the proposals received and will be based on, but not limited to, the following:

- Ability of professional personnel assigned to the project to meet the objectives of the project. (Qualifications and Competence) Construction Phase Ability. **** 20 Points**
- Willingness to meet time schedule and budget requirements (Recent, current and projected workload). **** 15 Points**
- Office Location, One Year Established and Full-Time Employees. **** See Attachment "A" ** 10 Points**
- Previous experience with permitting from State, Regional and local agencies for similar projects. **** 20 Points**
- Degree of responsiveness in the proposal of the terms, conditions and technical aspects of the RFP. **** 15 Points**
- Previous experience of the project team in similar projects. (Provide individual contact names, addresses and phone numbers, as well as email addresses, that may be used as references.). **** 15 Points**
- Whether a firm is a State Certified Minority Business Enterprise certified in accordance with Section 287.0943 and/or 287.0943(1), Florida Statutes and/or whether a percent of the cost or value of the proposal is placed with a State Certified Minority Subcontractor/ Subconsultant certified in accordance with Section 287.0943 and/or 287.0943(1) Florida Statutes. **** 5 Points.**

The City of Sarasota, Florida reserves the right to reject any or all proposals, waive informalities, request additional information and to negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive and reasonable.

ATTACHMENT "A"

When selecting a professional consultant for this project, the evaluation committee will consider the criteria as listed in the RFP. The location of the professional consultants' place of business (as listed in the Evaluation Criteria) shall have a weighted value for these criteria as follows:

<u>RADIUS</u>	<u>RATING</u>
Within 50 mile radius of City Hall	10 points
51 to 100 miles	6 points
101 to 150 miles	5 points
151 to 200 miles	4 points
201 to 250 miles	3 points
251 to 300 miles	2 points
301 to 350 miles	1 point
351 miles and over	-0- points

In order to qualify for location rating points, applicant must have maintained a permanent place of business with full-time employees for a minimum of one year prior to the date bids were received for the purchase or contract at issue.

City of Sarasota

EVALUATION OF PROFESSIONAL SERVICES

For

RFP # 11-13K: Consulting Engineer – Intersection and Roadway Capacity Enhancements (CCNA)

Proposer #1	
Proposer #2	
Proposer #3	
Proposer #4	
Proposer #5	

EVALUATION FACTORS		PROPOSER				
		# 1	# 2	# 3	# 4	# 5
1. Objectives of the project.	20					
2. Schedule and budget requirements.	15					
3. Office Location	10					
4. Permitting experience in similar projects.	20					
5. Responsiveness to RFP.	15					
6. Project team experience in similar projects.	15					
7. State Certified Minority Business Enterprise per Florida Statutes.	5					
Total Points Scored	100					
Ranking						

Summary by: _____ **Date:** _____

Note: This form is to be completed by each member of the selection committee.

City of Sarasota

SUMMARY FORM OF EVALUATIONS

For

RFP # 11-13K: Consulting Engineer – Intersection and Roadway Capacity Enhancements (CCNA)

Name of Community	City of Sarasota
Name of Person completing Form	

Section 1.

Proposer #1	
Proposer #2	
Proposer #3	
Proposer #4	
Proposer #5	

Section 2.

Firms

First Place Ranking by Committee Member	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Committee Member #1					
Committee Member #2					
Committee Member #3					
Committee Member #4					
Committee Member #5					
Ranking					

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.

Section 3.

Ranking of Firms: 1st _____

 2nd _____

 3rd _____

Signature: _____ **Date:** _____

**CITY OF SARASOTA
TERMS AND CONDITIONS
REQUEST FOR PROPOSALS**

1. For information or questions concerning this Request For Proposal ("RFP"), contact the Purchasing Department, 1565 First Street, Room 205, Sarasota, Florida 34236; phone (941) 954-4151, fax (941) 954-4157, or the contact person named in the specifications.
2. The City assumes no responsibility for proposals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason.
3. RFP responses will be considered irregular and may, at the sole discretion of the City, be rejected if they show omissions, alterations of form, additions not called for, such as conditions or limitations, etc., unauthorized alternate responses, or other irregularities of any kind.
4. The City reserves the right to waive and/or accept minor irregularities when, in the sole opinion of the City, such waiver or acceptance is deemed to be in the best interest of the City.
5. The City reserves the right to reject any or all proposals, in whole or in part, for any reason whatsoever.
6. Addenda Changes While Bidding

Except at the pre-bid conference, 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 request shall be received at least eight (8) calendar days prior to the opening of the proposals in order to be given consideration. No such interpretation or correction will be orally made to any proposer. Only the interpretation or correction so given by the City Purchasing Manager, in writing, shall be binding, and prospective bidders are warned that no other source is authorized to give information concerning, or to explain or interpret, the contract documents. All such interpretations and supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be mailed or "faxed" to all persons who acquired the contract documents (at their respective addresses furnished for such purposes) not later than five (5) calendar days prior to the date fixed for the opening of Requests For Proposals. In case any bidder fails to acknowledge receipt of any such addendum in the space provided in the RFP forms, his proposal will nevertheless be construed as though the addendum has been received and acknowledged, and the submission of the proposal will constitute acknowledgement of the receipt of the same.

7. All documentation, including insurance certificates, bonds, and/or checks required by the specifications to be submitted with the proposal must reference the RFP number.
8. The City reserves the right, in the sole opinion of the City, to require oral presentations from all respondents or from a shortened list, 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.
9. All proposals shall be signed by an authorized individual of the respondent's organization to commit the respondent's organization to the performance of the services described by this RFP.
10. All proposals shall remain in effect for one hundred twenty (120) days after the closing date of the RFP, unless otherwise stipulated in the specification.
11. Failure to attend a mandatory pre-RFP Conference, if officially noted on the Request For Proposal Invitation, will result in your proposal being considered non-responsive.
12. Proposers, their agents, and associates shall not contact or solicit any City Commissioner, City official, or City employee regarding this RFP during any phase of this RFP. Only that individual listed as the contact person in the specification or the Purchasing Department shall be contacted. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City.

13. 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.
14. The successful Proposer shall enter into a two party contract that shall be acceptable to the City of Sarasota in form and content.
15. If the contract awarded as a result of this RFP is terminated, the City reserves the right to go to the next responsive and responsible response with the balance of the contract.
16. Proposer acknowledges that all information contained within its proposal is part of the public domain, as defined by the State of Florida Sunshine and Public Record Law. No information should be labeled confidential unless exempted under said law.
17. In the instance of any expense reimbursement requests from the successful Proposer, Section 112.061 of the Florida State Statutes, the uniform statutory method stating the exclusive method for reimbursing the travel and per diem expenses, shall be followed whether or not the resulting contract provides for a different method.
18. 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.
19. The City reserves the right to utilize its employees for any phase of the project if it is determined to be in the best interest of the City.
20. There shall be no discrimination as to race, sex, color, creed, disabilities, or national origin in the operations conducted under this RFP.
21. The City of Sarasota Administrative Regulation Nos. 024.A003.0194 and 024.A007.0195, City Ordinance 92-3580, and all applicable laws of the State of Florida shall apply to this RFP and resulting contract.
22. It is the intent of this Request For Proposal to include requirements and to obtain proposals on behalf of the City of Sarasota and reserve the right for the following entities belonging to the Sarasota County Cooperative Purchasing Group, which consists of the Town of Longboat Key, City of North Port, City of Venice, Sarasota County, Sarasota County School Board, Sarasota-Bradenton Airport Authority, Manatee County, City of Bradenton and the City of Sarasota to obtain purchases from this RFP. This opportunity is also made available to any and all local, County, and State of Florida governments. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein.
23. 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 within three (3) years of the date of the issuance of this Request For Proposal. This shall include, but is not limited to, situations in which the City has provided the proposer or, a substantially related person or entity, a notice of default within five (5) years of the date of the issuance of this Request For Proposal.
24. 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.

25. Right To Audit

The contractor 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 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.

26. SALVAGE OF CONSTRUCTION MATERIALS

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 contractors 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.

Specification: Salvage of Brick and Other Construction Materials

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 performing work on behalf of the City of Sarasota shall follow this practice to the extent practical.

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, the contractor 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 the City of Sarasota Public Services Complex. Typically the contractor 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, the City shall establish a force-account or other payment mechanism to reimburse the contractor for these costs.

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 as salvageable as part of their bid. For instance, the contractor may consider millings removed from the roadway, or concrete sidewalk removed from the site, to be in control of the contractor. Therefore any of this material may be taken to suitable location for reuse (i.e. millings to asphalt plant, concrete to a pulverization/ crushing site). The contractor may reuse this material as they see fit, but the fact the material has been placed in the control of the contractor does not remove the requirement for beneficial reuse of these materials; the City is simply leaving the disposition of how to reutilize these materials to the contractor's discretion. Any proceeds from the salvage of this material may be received by the contractor.

Clause: R/O/W Use Permit

The contractor/ 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/ owner shall immediately notify the City's Public Services Department, at 941-365-2200, 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/ owner is also encouraged to recycle any other construction materials to the extent practical, such as taking removed concrete sidewalk to a pulverization plant.

*City of Sarasota
RFP Form (CCNA)*

Company Name: _____

RFP Opening Date: February 23, 2011

SUBMITTED: _____
(Date)

PROJECT IDENTIFICATION: CITY OF SARASOTA
RFP # 11-13K: Consulting Engineer –
Intersection and Roadway Capacity Enhancements

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 RFP as Principal, and that this proposal is made without collusion with others; and that we have carefully read and examined the specifications, 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 for said service for the prices as listed on the previous pages.

Federal Employer Identification Number: _____
All prices are to be F.O.B. Destination Sarasota, Florida.

Where Proposer is a Corporation, add:

Authorized Proposer:

Company Name: (Name printed or typed)

Proposer: (Name printed or typed)

(Seal)

Authorized Signature of Proposer

Attest:

Secretary

Mailing Address City State Zip Code

Phone Number Fax Number

In submitting this Proposal, PROPOSER makes all representations required by the Instructions to PROPOSERS 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 _____

(Receipt of all which is hereby acknowledged) and also copies of the Advertisement for RFPs and the Instructions to PROPOSERS.)

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida.

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

PLEASE NOTE:

If the Proposer is NOT submitting a proposal at this time, it is requested that you please provide a brief and legible explanation, below, as to why you are not proposing at this time.

Please return this page as well as the prior page (RFP Form), due no later than the deadline for the RFP opening, to: Purchasing Manager, City of Sarasota, 1565 First Street, Room 205, Sarasota, FL 34236.

[illegible]

**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 preceding 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: _____

PROJECT IDENTIFICATION:

CITY OF SARASOTA
Consulting Engineer –
Intersection and Roadway Capacity Enhancements (CCNA)
RFP # 11-13K

SOCIAL SECURITY NUMBER: _____

(Where Proposer is not a corporation/ assigned a Federal Identification Number)

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

NON-COLLUSIVE AFFIDAVIT

State of _____
County of _____

_____, being first duly sworn, deposes and says that he is
_____, the party making the fore-going proposal or bid, that such proposal
(partner or officer of the firm, etc.)

or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid 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 bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Sarasota of any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder 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 type, printed or stamped)

(Title or rank)

My commission expires:

(Serial number if any)

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. This form has been promulgated by the Commission on Ethics 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), Fl. Stat. (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? ☐ Yes ☐ No if so, how often?		
6. Additional comments:		
7. Signature	Date Signed	Date Filed

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file 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

MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN
NOTE: THIS FORM MUST BE SUBMITTED WITH THE BID FORM OR RFP SUBMISSION

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

Full name and address

Description of
Work/Services/Goods

**Allocation of Cost/
Percent of Value**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings visible.

For this submission please provide:

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

(Please print or type all information.)

Signature

Company Name

MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN

**NOTE: THIS FORM IS TO BE SUBMITTED WITH FINAL PAYMENT REQUEST TO THE CITY
MANAGER OR DESIGNEE FOR THIS PROJECT**

The information below is required to verify the total allocation of cost or percent of value of the contract awarded to your firm for the utilization of certified minority subcontractors/subconsultants as indicated in your proposal submission.

Minority

Subcontractor/Subconsultants

Full name and address

Description of

Work/Services

**Actual dollars expended to certified
minority Subcontractor/Subconsultant**

Total dollars expended _____

(Please print or type all information.)

Signed by official of Prime Contractor _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2 ____ by _____ (name and title of corporate officer) of _____, (name of corporation), a _____ (state or place if 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 _____