

Invitation to Negotiate 17-34CM

Marian Anderson Place
Department
Neighborhood Development

Issued by the City of Sarasota Financial Administration Purchasing Division

Proposal submittals to be received by Purchasing

10:30 am June 30, 2017

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



March 28, 2017

Notice to Proposers ITTN # 17-34CM

Marian Anderson Place

Invitation to Negotiate

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

Marian Anderson Place

then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish: all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Sarasota, Sarasota, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/ firms interested in being considered for (ITN) are instructed to submit Ten (10) copies and one (1) original of their proposals, pertinent to this project prior to

10:30 am

June 30, 2017

to the office of the Purchasing Manager, 1565 First Street, Room 205, Sarasota, Florida, 34236. The Invitation to Negotiate shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be **clearly marked**

ITN # 17-34CM Marian Anderson Place

The Scope of Services for this ITN is available from DemandStar* at (800) 711-1712 - www.demandstar.com. Proposers who obtain scope of services from sources other than DemandStar are cautioned that the solicitation package may be incomplete. The City's official bidders list is obtained from DemandStar. Addenda will be posted and disseminated by DemandStar at least five days prior to the proposal opening date to all proposers who are listed on the official proposers list at website. The City may not accept incomplete proposals.

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

9:30 am 04/27/2017

1565 1st Street Room 206, Sarasota, FL 34236

Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Invitation to Negotiate are to be directed, in writing, to the individual listed below using the email address list below or faxed to (941) 954-4157 during normal working hours.

Carlos J. Marmolejos

carlos.marmolejos@sarasotaFl.gov

Sincerely,

David W. Boswell, CPPO, CPPB, SPSM

Purchasing General Manager

^{*}DemandStar is the City's official posting site

CITY OF SARASOTA TERMS AND CONDITIONS ITN Version 05-05-15

1. SUBJECT TO THESE TERMS

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

2. ORDER OF PRECEDENTS

- 2.1. If a conflict arises between these "Terms and Conditions", the following ORDER OF PRECEDENTS will apply:
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services".
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. City of Sarasota Purchasing Policy and Ordinances
 - 2.1.4. Specific Terms and Conditions
 - 2.1.5. These Terms and Conditions

3. CONTRACT FORMS

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

4. RESPONSE DELIVERYAND SUBMISSION REQUIREMENTS AND COMMUNICATIONS

- 4.1. Response documents shall be submitted as one original, five printed copies, and one electronic copy on the ITN forms provided by the CITY. The electronic copy should include one consolidated PDF file that contains the entire Response. All blank spaces in the ITN forms shall be filled in legibly and correctly in ink. If an individual or company submits the Response, they shall sign their name therein and state their name and address as principal. If a corporation submits the Response, an authorized officer or agent shall sign it, subscribing the name and address of the corporation along with their own name and affixing the corporation seal. The company name and F.E.I.N. number shall appear on the ITN form.
- 4.2. Any Responses received after the stated time and date will not be considered. It shall be the sole responsibility of the respondent to have their Responses delivered to the CITY's Purchasing Division prior to the stated time and date. If a Response is sent by U.S. Mail or delivery service, the respondent shall be responsible for its timely delivery to the CITY's Purchasing Division. Responses delayed by mail or delivery service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their (unopened) return at the respondent's request and expense.
- 4.3. Confidential Response Information If information is submitted with the Response documents that are deemed "Confidential" then the respondent must stamp those pages of the Response that are considered confidential. Respondent must provide documentation as to why these documents should be declared confidential in accordance with Chapter 119, "Public Records", exemptions.

4.4. ITN Opening

4.4.1 Response opening shall be publicly opened on the date and at the time specified on the Invitation to Negotiate (ITN). It is the respondent's responsibility to assure that their

- Response is delivered at the proper time and place for the ITN opening. Responses, which for any reason are not so delivered, will not be considered. Offers by fax or telephone are not acceptable. A Response may not be altered after the opening of the Responses.
- 4.4.2 All Response documents shall be submitted in writing, signed by the respondent or the respondent's duly authorized agent, and shall be mailed or delivered to the office of the Purchasing Manager prior to the date and time scheduled for the opening of Responses.
- 4.4.3 Response documents shall be sealed in an envelope and shall be clearly marked with the words "ITN documents" and show the project name and number, name and address of the respondent, and date and time of the scheduled ITN opening. Form# 10, ITN Label, is provided in the Form Section for the vendor's convenience.
- 4.4.4 The Purchasing Manager or their designee shall publicly open, in the presence of a witness, all Response documents at the time and place specified in the Invitation to Negotiate (ITN).
- 4.5. A respondent may withdraw a Response any time prior to the opening of the Response. After Responses are opened, but prior to award of the contract by the City Commission, the City Commission may allow the withdrawal of a Response because of the mistake of the respondent in the preparation of the Response document. In such circumstance, the decision of the City Commission to allow the Response withdrawal, although discretionary, shall be based upon a finding that the respondent, by clear and convincing evidence, has met each of the following four tests:
 - 4.5.1. The respondent acted in good faith in submitting the Response,
 - 4.5.2. The mistake in Response preparation was of such magnitude that to enforce compliance by the respondent would cause a severe hardship on the respondent,
 - 4.5.3. The mistake was not the result of gross negligence or willful inattention by the respondent;
 - 4.5.4. and the mistake was discovered and was communicated to the CITY prior to the City Commission having formally awarded the contract.
- 4.6. Any Contractor/Vendor or subcontractor that will have access to City facilities or property may be required to be screened to a level that may include but is not limited to; fingerprints, statewide criminal and juvenile records check. There may be fees associated with these procedures. These costs are the responsibility of the Contractor/Vendor or subcontractor.
- 4.7. Respondents may be declared "non-responsive" due to omissions in Form #4A, "Negligence or Breach of Contract Disclosure Form". Additionally, Respondents may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Director of Purchasing, after consultation with the City Attorney.

5. RESPONSE SETUP

Responses must be submitted in a 3 ring binder unless otherwise stated in the Special or Supplemental Conditions. Binder must not be larger than 2" in thickness. Response is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers and City forms are excluded from the page count. Some information in the Tab layout below may not be applicable. Response must have a front cover that contains the following:

Company Name Number and Title of the Invitation to Negotiate Due Date of Response A total of one original and eight printed copies need to be included. This information should be included on the front cover. Example: ORIGINAL or COPY 1 of 8 etc... Include 1 electronic copy on a compact disk (CD) or a flash drive. Electronic copy should include a consolidated copy of the Response in one PDF file.

Tab I Executive Summary (Category 1)

One page summary of what you are proposing on the contract.

Tab II Qualifications (Category 1)

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

vendor/contractor is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime Contractor/Vendor with whom the City would contract and all other firms shown as team members would be sub-consultants.

k. Experience

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

Tab III Key Personnel (Category 2)

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications and experience in the area(s) of service(s) that they will be providing. Include awards, certification, membership in professional organizations and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

- 1. Provide organizational plan for management of project(s).
 - a. A proposed relationship between key members and support staff and aspects of work each will be responsible for working.
- 2. Identify all contractors and sub-contractors to be used on project(s).
 - a. Describe work experience, field(s) of specialization, education, and certifications.

Tab IV. Service (Include similar projects) (Category 3)

- 1. Describe your service facilities in terms of square feet, service equipment, number of technicians, and inventory in stock, and service response time.
- 2. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely, quality product or services for the City of Sarasota?
- 3. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
- 4. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five- (5) years for the City of Sarasota.

Tab V. References (Category 3)

- 1. Complete Form #8 Provide a minimum of four (4) references that include the institution name, address, phone number, email, and contact's name and position.
- 2. Complete and provide to reference contacts Form#9.
 - a. Complete "Section 1" prior to providing form #9 to references. Enter Respondent name and description of project Respondent completed for that reference.
 - b. The reference should complete Section 2 and return directly to the City of Sarasota.
 - c. Form#9 should not be returned by Respondent. A minimum of 3 reference responses must be returned no later than 7 calendars days after opening date. <u>Failure to obtain reference surveys</u> may make your company non-responsive.
- 3. You may include in this tab
 - a. letters of recommendation by other references in this tab.

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

Tab VI. Response Requirements (Category 4)

State how you plan to provide your product or service based on the evaluation criteria and specifications list in the **Invitation to Negotiate**.

Tab VII. Required Forms (Category 5 and 6)

City forms listed under Part I of the Invitation to Negotiate.

6. CLARIFICATION & ADDENDA

- 6.1. For information or questions concerning this ITN, contact the City of Sarasota Purchasing Division, 1565 First Street, Room 205, Sarasota, Florida 34236, phone number (941) 954-4151, unless otherwise noted in the specifications. After the issuance of the Invitation to Negotiate (ITN), prospective Respondents or any agent, representative or person acting at the request of such respondent shall not have any contact, communicate with or discuss any matter relating in any way to the ITN with any Commissioner, agent or employee of the CITY other than the Purchasing Manager or their designee. This prohibition begins with the issuance of any Invitation to Negotiate (ITN), and ends upon execution of the final contract or when the invitation or request has been cancelled. If it is determined that improper communications were conducted, the Contractor/Vendor maybe declared not responsible.
- 6.2. All questions will be answered through written addendum.
- 6.3. Each respondent shall examine all Invitation to Negotiate (ITN) documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation to Negotiate (ITN) shall be made in writing, submitted and received at least eight (8) calendar days prior to the date when Responses are due; to the City of Sarasota Purchasing Division.
- 6.4. The CITY shall not be responsible for oral interpretations given by any CITY employee, representative, or others. Every request for interpretation of the meaning of the plans, specifications or any contract documents, or for correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to the Purchasing Manager. The issuance of a written addendum by the City's Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation to Negotiate (ITN), the CITY will attempt to notify all prospective Respondents who have secured same; however, it shall be the responsibility of each respondent, prior to submitting their Response, to determine if addenda were issued and to make such addenda a part of their Response. Acknowledgement to addenda receipt will be noted by each respondent in the space provide on Form# 1, ITN Form located in the Forms Section, Part I.
 - 6.4.1. Should the bidder find discrepancies in or omissions from the drawings and specifications, scope of work, or other documents attached hereto or should they be in doubt as to the meaning, they should at once contact the Purchasing Division and obtain clarification prior to submitting a bid.

6.5. Governmental Restrictions

6.5.1. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this ITN prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Division at once,

indicating in their letter or email the specific regulation which required an alteration. The CITY reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the CITY.

7. RESPONSE EXPENSES

Respondents shall bear all costs and expenses incurred in developing, preparing, and submitting Responses.

8. IRREVOCABLE OFFER

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

9. RESERVED RIGHTS

- 9.1. The CITY reserves the right to accept or reject any or all Responses, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the Response and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.
- 9.2. To be **responsive**, a respondent shall submit a Response which conforms in all material respects to the requirements set forth in the Invitation to Negotiate (ITN). To be a **responsible** respondent, the respondent shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any respondent to deliver the goods or service requested. Information the CITY deems necessary to make this determination shall be provided by the respondent. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.
- 9.3. Unless otherwise stated in this ITN specification, any contracts resulting from this ITN are non-exclusive.
- 9.4. If the contract awarded as a result of this ITN is terminated, the CITY reserves the right to go to the **next most responsive** respondent with the balance of the contract, unless otherwise stated in the ITN specification.
- 9.5. The City of Sarasota reserves the right to refuse to award to any respondent based upon prior contractual relationships between that respondent, or a substantially related person or entity, and the CITY. This shall include, but is not limited to, situations in which the respondent or, a substantially related person or entity, has had its contractual relationship with the CITY terminated or issued notice of default within three (3) years of the date of the issuance of this Invitation to Negotiate (ITN).
- 9.6. The City reserves the right, in the sole opinion of the City, to require oral presentations or discussion from all selected respondents, at the discretion of the Evaluation Committee, derived from the evaluation and selection process herein described during any stage of the evaluation and/or selection process.

10. PROFESSIONAL STANDARDS

- 10.1. The successful respondent shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable
- 10.2. In the event the successful respondent shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City Manager may declare the same a default of the agreement which maybe terminated pursuant to these terms and conditions.
- 10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.
 - 10.3.1.1. The successful respondent warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful respondent, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City Manager shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price of otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11. APPLICABLE LAWS

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

11.1.1. City Administrative Regulation and Ordinances

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

11.1.2. Florida State Statues

11.1.2.1. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed Responses received by the CITY.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after Response opening, whichever is earlier

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

12. <u>DISCLAIMER OF JOINT VENTURE</u>

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

13. MINIMUM REQUIREMENTS

- 13.1. Previous experience in the performance of projects of a similar nature.
- 13.2. The individuals/firm warrants that they are fully qualified, with adequate personnel, resources, and experience to undertake the services required within a reasonable time.
- 13.3. Registered under the State of Florida to perform the services required for this project. Registration Certificate to be provided by the Florida Department of State, Division of Corporations, establishing your firm as eligible to conduct business in the State of Florida. Please refer to website: www.sunbiz.org

14. TAXES

The City of Sarasota does not pay Federal Excise and State Taxes on direct purchases of tangible personal property. The exemption number will be provided on the "Contractor/Vendors" copy of the purchase order. This exemption does not apply to tangible personal property purchased by Contractor/Vendors for their use in the performance of this contract. Nothing herein shall affect the respondent's normal tax liability.

15. ERRORS AND OMMISSIONS

- 15.1. In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All Responses shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.
- 15.2. Approval by City of the successful respondent's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful respondent for the accuracy and competency of the successful respondent's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the City of the successful respondent's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful respondent for the project. After acceptance of the final plans by the City, the successful respondent agrees, prior to and during the construction of the project, to perform such successful respondent services, at no additional cost to the City, as may be required by the City to correct errors or omissions on the plans prepared by the successful respondent pertaining to the project.

16. PUBLIC ENTITY CRIMES

16.1. In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public

entities. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Response on a contract to provide any goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, may not submit Responses on leases or real property to a public entity, may not be awarded or perform work as a Contractor/Vendor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

17. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 17.1. In accordance with Florida State Civil Rights Act of 1992.
- 17.2. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com.) may not submit a Response on a contract to provide goods or services to a public entity, may not submit a Response on a contract with a public entity for the construction or repair of a public building or public work, may not submit Responses on leases of real property to a public entity, may not award or perform work as a Contractor/Vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17.3. The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.
- 17.4. It is the policy of the City of Sarasota to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

18. ROYALTIES AND PATENTS

- 18.1. The respondent, without exception, shall indemnify and save harmless the purchaser and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted patented, or unpatented invention process, or article manufactured by the respondent. The respondent has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplier hereunder with equipment or data not supplied by the Contractor/Vendor is based solely and exclusively upon the CITY alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement.
- 18.2. Further, if such a claim is made or is pending, the Contractor/Vendor may at its option and expense procure for the purchaser the right to continue use or replace or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the Contractor/Vendor and receive reimbursement if any as may be determined by a court of competent jurisdiction. If the respondent uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Response prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

19. PRE-RESPONSE CONFERENCE

- 19.1. Failure to attend a mandatory or non-mandatory pre-Response conference will relieve the CITY for any responsibility to notify a respondent of additional requirements unless those questions or requirements are identified in writing.
- 19.2. Failure to attend a mandatory pre-Response conference will result in the Response being considered non-responsive.

20. TIME EXTENSION AND CONTINUATION OF WORK

20.1. Time Extension

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

20.2. Continuation of Work

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

21. RIGHT TO AUDIT

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

22. E- VERIFY

Contractor/Vendors:

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

23. PROTEST PROCEDURES

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

24. INSURANCE

24.1. The Contractor/Vendor, prior to the signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY. The policies shall be placed with an insurance carrier approved and licensed by the Insurance

Department of the State of Florida and that meets a minimum financial **A. M. Best & Company** or approved alternate rating of no less than "**A**", **Excellent**. The City of Sarasota will not accept any indication or evidence of self-insurance made by the Contractor/Vendor, as it applies to any of the required insurance coverage. Any and all fully-executed contracts will require that the Contractor/Vendor be fully insured per the terms and conditions as follows herein:

24.1.1. Worker's Compensation

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

24.1.2. Commercial General Liability

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

24.1.3. Automobile Liability

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

24.1.4. Umbrella Liability

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

24.1.5. Liquor Liability

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

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

24.1.7. **Professional Liability**

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

24.1.8. Errors and Omissions Liability

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

24.1.9. Hazardous Material

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

24.1.9.1. Contractor/Vendor's Pollution Liability

For sudden and gradual occurrences in the amount no less than \$1,000,000 per claim and \$2,000,000 in the aggregate arising out of work performed under this Agreement including, but not limited to, all hazardous materials identified under this Agreement.

24.1.9.2. Asbestos Liability

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

24.1.9.3. **Disposal**

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

non-sudden occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

24.1.9.4. Hazardous Waste Transportation

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

24.1.10. **Builder's Risk**

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

- 24.1.10.1. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to this Agreement;
- 24.1.10.2. Theft coverage;
- 24.1.10.3. Waiver of Occupancy clause endorsement;
- 24.1.10.4. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;
- 24.1.11. Maximum deductible clause of \$50,000 each claim.

24.2. Additional Insured

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

24.3. Certification of Insurance

Contractor/Vendor, prior to providing any services pursuant to this Agreement, shall furnish to the CITY proof of insurance, including, but not limited to a Certificate of Insurance referencing the City of Sarasota as "additional insured", except for worker's compensation and professional liability, and the effectiveness of all required insurance for Contractor/Vendor, and each of its subcontractors. The certificates of insurance shall state that the CITY will be notified in writing at least thirty (30) days prior to cancellation, non-renewal or any other modification of any policies required of Contractor/Vendor. No work shall commence under this Agreement until the CITY's authorized representative has given written approval of the insurance certificates. Contractor/Vendor has an affirmative obligation throughout the entire term of this Agreement to provide the City Manager and the Purchasing Division, 1565 1st Street, Room 205, Sarasota, Florida 34236 evidence of the continuation of all policies required of Contractor/Vendor by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the City Manager and the Purchasing Division, 1565 1st Street, Room 205, Sarasota Florida 34236. All insurance documents must show the ITN Number and indicate that the Respondents insurance is the prime insurance. Certificate of Insurance must include the company's NAIC. City suggests that Contractor/Vendor obtain all policies on an occurrence form basis. Contractor/Vendor determines to obtain claims-made policies, Contractor/Vendor shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and Contractor/Vendor shall be required to maintain "tail" coverage Contractor/Vendor's own expense for a period of time as directed by the City Manager.

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

25. CONTRACT ADMINISTRATION AND SITE REVIEW

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

25.2. Work Progress and Delays

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

26. TERMINATION OF CONTRACT

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

26.1 Termination for Default

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

26.2 Termination for Convenience

The performance of work under the contract may be terminated by the City Manager in whole or in part whenever the City Manager determines that termination is in the City of Sarasota's best interest. Any such termination shall be effected by the delivery to the Contractor/Vendor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the Contractor/Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities

except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

26.3 Waiver

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

27. INDEMNIFICATION

27.1. Non-Design Professional

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

27.2. Design Professional

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

28. LOCAL HIRING

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

CareerSource Suncoast 3660 N. Washington Blvd. Sarasota, FL 34234 Phone: 941.358.4200 Fax: 941.358.2820

29. PERMITS, FEES, AND LICENSING

The Contractor/Vendor shall obtain all necessary permits and pay for same prior to commencement of work. The cost of such permits shall be included within the base Response, unless otherwise provided for in the

ITN forms or specifications. The Contractor/Vendor must have all license and certifications as required by Federal, State, City, County, or special agencies (i.e. FAA, FTA, EPA, DOT, etc...). Permit cost may be calculate by going to the City of Sarasota Neighborhood and Development Services (NDS) website at http://www.egovlink.com/public_documents300/sarasota/published_documents/Building/FEE%20SCHEDULE.pdf

30. CONFLICT OF INTEREST

- 30.1. The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statues. All Respondents must disclose with their Response the name of any officer, director or agent who is also an employee of the City of Sarasota or any of its agencies. Further, all Respondents must disclose the name of any City employee who owns directly or indirectly, an interest of five percent (5%) or more in the respondent's firm or any of its branches.
- 30.2. Responses Submitted by Members of Advisory Boards of the City of Sarasota
 - 30.2.1. Section 112.313(7), Florida Statutes (1989), prohibits an advisory board member from holding any employment or contractual relationship with any business entity, which is doing business with the CITY.
 - 30.2.2. Section 112.313(12), Florida Statutes (1989), provides that an advisory board member will not be in violation of the prohibition in Section 112.313(7), Florida Statutes (1989), if:
 - 30.2.2.1. The ITN award is determined by a selection committee, approved by the Purchasing Manager, to the most advantageous respondent. In addition, the advisory board member is required prior to or at the time of the submissions of the Response, file a statement with the Supervisor of Elections of Sarasota County, disclosing their interest and the nature of the intended business. The form, which should be used, is entitled "Form 3A Interest in Competitive ITN for Public Business," a copy of this form has been provided in the forms section of this ITN, (Form# 2, Form 3A Interest in Competitive ITNs) or you may contact the City of Sarasota Purchasing Division.
 - 30.2.2.2. The advisory board member, their spouse or child is required to have in no way used or attempted to use their influence to persuade the CITY or any of its personnel to enter into such a contract other than by the mere submission of the Response.
 - 30.2.2.3. The advisory board member, their spouse or child is required to have in no way participated in the determination of the ITN specifications or the determination of the lowest or best respondent."
 - 30.2.3. All of the three- (3) above conditions are required to be satisfied in accordance with the Florida Statutes. The filing of the disclosure form with the Supervisor of Elections of Sarasota County is the sole responsibility of the respondent and must be filed prior to or at the time of submission of the Response. A copy of the completed disclosure form shall be submitted to the Manager of the Purchasing Department prior to or at the time of submission of the Response. Failure of the respondent to comply with the provisions of this paragraph may result in the rejection of the Response.
- 30.3. The following reasons include, but are not limited to, rejecting Responses or disqualifying Respondents: a Respondent submits more than one Response for the same work by an individual, firm, partnership, or corporation under the same or different names; evidence of collusion among those making Responses; previous participation by the Respondent in collusive Responses on work for the City of Sarasota; the Respondent submits an unbalanced Response in which the prices for some items are out of proportion with the prices for other Invitation to Negotiate items; there is uncompleted work for which the Respondent 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 Respondent; any material change in qualification or a material misrepresentation.

31. ATTORNEY'S FEES

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

32. SCRUTINIZED COMPANIES

- 32.1 Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.
- 32.2 At the time a company submits a bid or Response for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Form #5A is provided for the bidder's convenience.

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

- 33.1. This statute requires any public agency (which includes municipalities) to; in addition to other contract requirements provided by law, include a provision in each contract for services that requires the contractor to comply with the public records laws. Specifically, the contract must require the contractor to:
 - 33.1.1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - 33.1.2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - 33.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - 33.1.4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

34. WORKING HOURS

34.1 <u>Construction Hours.</u> Work hours will be in accordance with City of Sarasota Ordinance 03-4416 unless otherwise stated in the scope of work or technical specifications. Construction and demolition. Engaging in construction, drilling, repair, alteration, demolition, land clearing or land filling operations between the hours of 9:00 p.m. and 6:00 a.m. on weekdays, or between 9:00 p.m. and 9:00 a.m. on weekends or holidays except for emergency work by a public service utility or by other permit approved by the City.

35. COMMUNICATIONS

35.1 Respondents, their agents, and associates shall not communicate with or solicit any City Commissioner, City official, or City employee regarding this ITN during any phase of this ITN. Only that individual listed as the contact person in the specifications or the Purchasing Department shall be

contacted. Failure to comply with this provision may result in disqualification of the Respondent, at the option of the City.

36. <u>AWARDS</u>

- 36.1 The City of Sarasota, Florida, reserves the right to make award(s) by individual item, group of items or services, all or none, or a combination thereof. The City reserves the right to reject any and all responses or to waive any minor irregularity or technicality in the responses received. Award will be made to the most **responsible** and **responsive** Respondent within the evaluation criteria chosen for basis of award.
- 36.2 The City reserves the right to award to one or multiple Respondents at the discretion of the requesting authority and approval of the Purchasing Manager.
- 36.3 Award of Agreement, if made; will be to the most **responsible** and **responsive** Respondent(s), taking into account evaluation criteria. In reviewing responses submitted, the City shall take into consideration, when determining the most **responsible** and **responsive** Respondent(s), the extent of compliance by each Respondent with the requirements of the Minority Business Enterprise Utilization Plan.
- 36.4 In respect to the responses, the City shall make such recommendations to the City Commission, if applicable, as they shall deem proper, at the earliest practicable meeting of the City Commission. The City Commission shall elect to reject all responses, accept the response of the **responsible** and **responsive** Respondent, or re advertise the project for new responses. In the event the most **responsible** and **responsive** response for a project exceeds the available funds, the City, may negotiate an adjustment of the response price with the most **responsible** and **responsive** Respondent, in order to bring the total cost of the project within the amount of available funds.

Forms Sections

Part I – Required Forms

Part II – Construction Forms/Design Build

Part III – Samples, Examples, and Helps

Part I Forms – Required Forms

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

Form# 1 – Response Form (2 pages)

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

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

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

Form# 3 – Non-Collusive Form (1 page)

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

Form #4 – Public Entity Crimes (2 pages)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

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

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

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

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

Form# 6 – Local Vendor Certification (1 page) (Not require for Design-Build)

Self explanatory. Required Form. This form is required for the application of preferences as stated in Section 36 of the Terms and Conditions. If your company does not qualify under Section 36, mark the form N/A and return it with your bid package.

Form# 6B – Local Vendor Certification (Statistics (1 page) (Not require for Design-Build)

Self explanatory. Required Form. This form is used to track statistical information on employees hired in the local area.

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

Self explanatory. Required Form.

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

This form is used in conjunction with Form#9. It must be completed in its entirety.

Form# 9 – Reference Survey (1 page)

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

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

Form# 10 – ITN Label (1 page)

Self explanatory. Required Form.

City of Sarasota ITN Response Form

Company Name:			
D . C 1 1		ITN Deadline	June 30, 2017
Date Submitted	47.04004	_ Date:	Julie 30, 2017
PROJECT IDENTIFICATION: ITN #	17-34CM		
ITN NAME:	Marian Anderson Pl	ace	
COMPANY NAME:			
NAME & TITLE: (TYPED OR PRINTED)			
`			
BUSINESS ADDRESS: (PHYSICAL)			
CORPORATE OR MAILING			
ADDRESS: SAME AS PHYSICAL			
Address must match Sunbiz			
E-MAIL ADDRESS:			
PHONE NUMBER:		FAX NUMBE	R:
n submitting this proposal, Respondent warrants and represents that: Responder			
No Dated:	No.	Г	Dated:
No Dated:			
No Dated:	No.	I	Dated:
City of Sarasota, Sarasota, Florida The undersigned, as Respondent, here interested in this Invitation to Negotia others; and that we have carefully read all conditions under which the services this service according to the requireme as listed on the city provided price sheet	and examined the specific herein is contemplated munts set out in the specifica	If that this ITN is cations or scope of ast be furnished, h tions or scope of v	submitted without collusion with work, and with full knowledge of ereby propose and agree to furnish work for said service for the prices
Tax Payer Identification Number:			
· ·	GNED, SEALED AND EX	ial security numbe	er for tax reporting purposes only CORPORATE AUTHORITY.
" note respondent is a corporation, aud.	A	amorizea Responde	
Company Name: (Name printed or typed)	R	espondent: (Name p	rinted or typed)
(Seal)			
	A	uthorized Signature	and Respondent Title
Attest:	So	ecretary	

Respondents	Name

17-34CM Marian Anderson Place

STATEMENT OF NO RESPONSE

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

City of Sarasota Purchasing Division 1565 1st Street Room 205 Sarasota, Florida 34236 This form may be faxed to (941) 954-4157.

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

WE.	the undersigned,	have declined	to respond to	this solicitation	for the fo	llowing rea	ason(s):
,,	the anaersignea,	nave accimica	to respond to	tills solicitation	101 1110 10	110 11 1115 101	<i>a</i> 5011(5).

We do not offer this product or an equivalent

Our workload would not permit us to perform

Insufficient time to respond to the Invitation to Negotiation

Other (specify below)

Remarks _____

Unable to meet specifications (explain below)

COMPANY NAME

ADDRESS

TELEPHONE

SIGNATURE/TITLE

DATE

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME,	FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
M.	AILING ADDRESS	AGENCY
CITY	ZIP COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

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

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

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:				
2. The person submitting the bid is: Name Position				
3. The business entity with which the person submitting the bid is associated is:				
4. My relationship to the person or business entity submitting the bid is as follows:				
5. The nature of the business intended to the transacted in the event that this bid is awarded is as follows: a. The realty, goods and/or services to be supplied specifically include:				
b. The realty, goods and/or services will be supplied for the following period of time:				
c. Will the contract be subject to renewal without further competitive bidding? Yes No if so, how often?				
6. Additional comments:				
7. Signature Date Signed Date Filed				
FILING INSTRUCTIONS				
If you are a state officer or employee required disclosing the information above, please filing this form with the Secretary of State at the Capitol, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.				
NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM				

PENALTY NOT TO EXCEED \$5,000.00.

OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL

NON-COLLUSIVE AFFIDAVIT

(Prime Contractor/Vendor)

State of
County of
, being first duly sworn, deposes and says that they are
, the party making the fore-going solicitation (Partner or officer of the firm, etc.)
is genuine and not collusive or sham; that said contractor/vendor has not colluded, conspired, connived or agreed directly or indirectly, with any contractor/vendor or person, to put in a sham solicitation or to refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the solicitation price of affiant or of any other contractor/vendor, or to fix overhead, profit or cost element of said solicitation price, or of that of any other contractor/vendor, or to secure any advantage against the City of Sarasota of any person interested in the proposed contract; and that all statements in said solicitation are true.
(Contractor/Vendor, if the Contractor/vendor is an individual; Partner, if the Contractor/vendor is a partnership; Officer, if the Contractor/vendor is a corporation)
(Company Name)
STATE OF
COUNTY OF
The foregoing instrument was acknowledged before me this day of by
(name and title of corporate officer) of
(name of corporation), a (state or place of incorporation) corporation, on behalf of the
corporation. He/she is personally known to me or has produced (type of identification) as
identification.
(Signature line for notary public)
(Name of notary typed, printed or stamped)
(Title or rank)
My commission expires:
(Serial number, if any)

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

This sworn statement is submitted to		
(Print name of the public entity)		
by		
(Print individual's name and title)		
for		
(Print name of entity submitting sworn statement)		
whose business address is		
(If applicable) its Federal Employer Identification Number (FEIN) is		
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.		

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understate that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime: or:
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a join venture with a person who has been convicted of a public entity crime in Florida during the proceeding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6.	Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (<i>Please indicate which statemen applies</i> .)
	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 vendo list. (Attach a copy of the final order)
OFFIC THAT	DERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING ER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 IE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM
IN EX	RED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT CESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA UTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IS FORM.
IN EX	CESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA TTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED
IN EX	CESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA UTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED (Signature) (Date)
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STATE COUNT PERSO who, aft	CESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA UTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED S FORM. (Signature) (Date) (PY OF NALLY APPEARED BEFORE ME, the undersigned authority,
STATE COUNT PERSO who, aft	CESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA UTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED S FORM. (Signature) (Date) (Page of individual signing the signature in the space provided above on this day

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

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

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

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

Page Number:	01	

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

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

DRUG-FREE WORKPLACE CERTIFICATION

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

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
- 4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

CONTRACTOR VENDOR NAME AUTHORIZED SIGNATURE

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:
Address:
City: State: Zip:
Phone Number: Respondent FEIN:
Email Address:
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods of services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or th Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are create pursuant to section 215.473, Florida Statutes. Certification: As the person authorized to sign on behalf of Respondent, I hereby certify that the company identifie above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinize Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to sectio 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties attorney's fees, and/or costs.
Certified By:

LOCAL VENDOR CERTIFICATION

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

Check the appropriate box: C	ity Vendor County		
Business Name:			
*Physical Address:			
Previous Address: (if less than 1 year)			
Length of time at address:			
Number of full-time employees:			
*Occupational License (attach)			
Email			
Signature of Authorized Representative	Date		
STATE OF			
COUNTY OF			
The foregoing instrument was acknowled (a) (b) (b) (c) (c) (c) (c) (c) (d) (d) (d) (d) (d) (d) (d) (d) (d) (d	edged before me this day of name and title of corporate officer) of	, 20	by
	name of corporation), a	(state or p	lace of
incorporation) corporation, on behalf of type of identification.	f the corporation. He/she is personally <i>ication</i>) as identification.	known to me or has p	produced
	Seal:		
(Signature line for notary public)			

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

<u>Please return this page</u>, due no later than the deadline for the Bid opening, to

Purchasing Manager City of Sarasota 1565 1st Stree, Room 205 Sarasota, FL 34236. Office Location Certification: Note: If you respond "No" to any of the above questions, you are not eligible for office location points. Locations are subject to physical verification by the City of Sarasota

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

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

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

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

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

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

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

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

Definitions

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

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

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

Employee Residence Statistical Survey:	List number of employees in each category			
	City of Sarasota	County of Sarasota		
	Residents	Residents	Non-Local Residents	TOTAL
Current Full-time Employees				
Current Part-time Employees				
Expected New Hire Full-time Employees				
Expected New Hire Part-time Employees				
Sub-Contractor's Full-time Employees				
Sub-Contractor's Part-time Employees				

Employees:

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

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

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

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

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

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

Employee Residence Statistics:	List number of employees in each category			
	City Residents	County Residents	Non-Local Residents	TOTAL
Current Full-time Employees				
Current Part-time Employees				
Expected New Hire Full-time Employees				
Expected New Hire Part-time Employees				
Sub-Contractor's Full-time Employees				
Sub-Contractor's Part-time Employees				
			,	

MINORITY BUSINESS ENTERPRISE UTILIZATION PLAN NOTE: THIS FORM MUST BE SUBMITTED WITH THE RESPONSE FORM OR ITN 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.

Minority Subcontractor Full name and address	Description of Work/Services/Goods	Allocation of Cost/ Percent of Value
For this submission please p	rovide:	
TOTAL Allocation OR TOTAL PERC	of Contract Cost ENT of Contract Value	
(Please print or type all infor		
	Signature	
	Company Name	

Proposer References

	References	
Contact Person & Title:		
Email Address	Phone No.	
G N	Fax No.	
Mailing Address:		
City:	State:	Zip:
Type of commercial work contracted:		
Contact Person & Title:		
Email Address	Phor	ne No.
Company Name:	Fax No.	
Mailing Address:		
City:	State:	Zip:
Type of commercial work contracted:		
Contact Person & Title:		
Email Address	Pho	ne No.
Commons Nomes	East No.	-
Mailing Address:	rax No.	
	State:	Zip:
Type of commercial work contracted:		
Contact Person & Title:		
Email Addresss	Phor	ne No.
Company Name:	Fax No.	
Mailing Address:		
City:	State:	Zip:
Type of commercial work contracted:		

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

17-34CM Marian Anderson Place

CITY OF SARASOTA PURCHASING DIVISION ITN REFERENCE SURVEY

Section 1

FROM:		T0: Carlos J. Marmolejos	
COMPANY:		DATE: June 30, 2017	
PHONE #:		TOTAL # PAGES: 1	
FAX #:			AX #: 941-954-4157
EMAIL:		EMAIL: carlos.marmolejos@s	arasotaFl.gov
SUBJECT:	Reference for work completed regarding	ng (Your project name):	
Additional De	etails:		•
You as an inc	lividual or Your company has been give	n to us as a point of contact for a ref	erence on a
	leted for you (identified above). Description of		
	ate (ITN) to provide an opportunity for qualified parties to		
	previously designated brownfield site which is a 13.19 act ay include, among others, private developers and potential		
	t 2046 Dr. Martin Luther King Jr. Way 34234. It is the City		
a redevelopment a	nd ownership plan, inclusive of a conceptual plan, design	n, entitlement process, financing, and implementation	strategy.
Section 2		6	
Section 2	Company you are providing a refe	rence for:	
	Section 3	Indicate:	"YES" OR "NO"
1. Was t	he scope of work performed similar in n	ature?	
Did this company have the proper resources and personnel by which to get the			
job do		anonylo work norformanaa	
Were any problems encountered with the company's work performance?			
Were any change orders or contract amendments issued, other than owner initiated?			
5. Was t	he job completed on time?		
	he job completed within budget?		
	scale of one to ten, ten being best, how v	3	
performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)			
	opportunity were to present itself, would	d you rehire this company?	
o. If the opportunity were to present itself, would you remie this company.			
9. Please provide any additional comments pertinent to this company and the work performed for you:			
			-
PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:			
EMAIL:carlos.marmolejos@sarasotaFL.gov			
	or FAX	X # 941-954-4157	
		Section 4 Please of	do not submit
Reference Pr	int Name		Sarasota Employees
as references.			
		as refer	ciices.
Reference Sign	nnature.		

E-mail Address

Cut along the outer border and affix this label to your sealed ITN envelope to identify it as a "Sealed Invitation to Negotiate".

Invitation to	Negotiate • DO	NOT OPEN
---------------	----------------	----------

SEALED ITN NO.: 17-34CM

ITN TITLE: Marian Anderson Place

DUE DATE/TIME: Prior to: 10:30 am June 30, 2017

SUBMITTED BY:

Contact phone #

DELIVER TO: City of Sarasota

Attn: Purchasing

1565 1st Street, Room 205

Sarasota FL 34236



PLEASE PRINT CLEARLY

Part II - Samples, Examples, and Helps

Form# 19 – ITN Withdrawal Request

Self explanatory.

Sample# 1 – Sunbiz.com Registration

Self explanatory.

ITN WITHDRAWAL REQUEST

Date:			
ITN # and Title:	17-34CM	Marian Anderson Place	
Ι	Print	, an authorized signer f	or
	ny paper ITN on the	Contract/Vendor's Name Here project listed above. Upon withdrawal I authorize my to take possession of our ITN. Representative	
claiming the ITN.	I understand that if a posed of in a proper	ion (government issued identification) for the purpose on one is present to take possession of the withdrawn IT manner, by the City, twenty-four (24) hours after the IT	N,
Authorized Signat	ture		

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

 Document Number
 655555

 FEI/EIN Number
 5111111111

 Date Filed
 09/22/1980

 State
 FL

Status ACTIVE

Last Event AMENDED AND RESTATED ARTICLES

Event Date Filed 07/25/2006 **Event Effective Date** NONE

Principal Address

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

Mailing Address

555 N Main Street MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent 111 Registration Road Registration, USA 99999

Name Changed: 12/14/2006 Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First 555 AVENUE Anytown, USA 99999

Title V President, Second 555 AVENUE Anytown, USA 99999

Special Conditions:

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

Type Special Conditions here: Use a standard bullet number.

None at this time

17-34CM

Marian Anderson Place



City of Sarasota, Florida Scope of Work and Specifications

Prepared by:

Neighborhood Development

I. OVERVIEW

The City of Sarasota is presenting an Invitation to Negotiate (ITN) to provide an opportunity for qualified parties to participate in the redevelopment of the Marian Anderson Place, the "MAP site" or the "Property" a previously designated brownfield site which is a 13.19 acre site in North Sarasota, Florida, more fully described/depicted below. Qualified parties may include, among others, private developers and potential owner-occupants, etc. The MAP site is a city-owned parcel located within the City of Sarasota, at 2046 Dr. Martin Luther King Jr. Way 34234. It is the City's objective to identify a development partner who can propose and implement a redevelopment and ownership plan, inclusive of a conceptual plan, design, entitlement process, financing, and implementation strategy. The proposed concept would enhance the utilization of the parcel and surrounding property, and must be consistent with the Newtown Community Redevelopment Area (CRA) Plan. Interested parties must agree to adhere to the submission requirements of this solicitation in order to be considered.

In recent years the growth of North Sarasota included major construction projects within a one (1) mile radius of the site, which include the City's Robert L. Taylor Community Complex, New Booker High School, Sarasota Housing Authority/Janie's Garden residential/commercial and Kingstone residential projects, Dr. Martin Luther King Jr. Way Streetscape, widening of U.S. 301 to six (6) lanes, Ringling College of Art & Design Soundstage & Library, and Sarasota Memorial Hospital project. www.sarasotagov.org/NRO/MarianAnderson.cfm

Equally important, it is essential that the development of the Marian Anderson Place be intertwined with the structure of the surrounding Newtown/North Sarasota neighborhoods in a way that utilizes community strengths, supports job creation for current residents, increases property tax revenue base, and fosters other long-term economic development.

II. GENERAL PROPERTY INFORMATION

The MAP is a vacant parcel, owned by the City of Sarasota, generally bounded by Dr. Martin Luther King Jr. Way to the north, the Seminole Gulf Railway to the east, 21^{st} Street to the south, and to the west, the eastern boundaries of parcels on the east side of U.S. 301. The MAP site is 13.19 acres and is currently zoned Commercial Residential District (CRD). The CRD zone District allows for a mixture of uses such as retail, office, training centers, an entrepreneurial hub, mixed use projects and residential at a 25 unit per acre density. The City Commission has also indicated they will consider rezoning any part or portion of the southern 10 acres of the site to the Industrial General District (IGD) to accommodate high-tech industry and light production and assembly type uses. Job creation potential will be an important element of the review.

The site is located approximately 1.5 miles north of downtown Sarasota and parallel to U.S. 301, which has undergone major improvements by the Florida Department of Transportation (FDOT) including the widening from four to six lanes, and landscaping. As part of the U.S. 301 improvements, FDOT purchased and mitigated contaminates for approximately three (3) acres in the southeast corner of the original boundaries of the MAP site for development as a retention pond. The retention pond area is not a component of this Invitation to Negotiate.

The MAP site is located within a HUBZone, New Market Tax Credit entitlement and Newtown Community Redevelopment Area. The Newtown Redevelopment Plan was adopted in 2002 and the Newtown Community Redevelopment Area (CRA) Plan was adopted in 2008 in accordance with Section 163.360 Florida Statutes.

The MAP site was designated a Brownfield, in part, due to levels of Arsenic in the groundwater identified as being above background levels as well as above Groundwater Cleanup Target Levels (GCTLs). In November of 2013 efforts began to remediate Arsenic. Through a system of pits, trenches and pumps we were able to extract the contaminated groundwater and effect proper treatment at the City's Wastewater Treatment Facility. Based upon the Department's findings that the Arsenic was not anthropogenic in nature and had been reduced to acceptable levels, the Florida Department of Environmental Protection (FDEP) issued a Site Rehabilitation Completion Order (SRCO) releasing the City from any further obligation to conduct site rehabilitation for Arsenic on December 3, 2014.

In terms of geotechnical concerns a developer may face, usual and customary tests such as Standard Penetration Tests and others would provide the information necessary to determine the measures needed to prepare any site for building. Any additional costs for remediation will be the responsibility of the developer.

III. Additional Property Information:

- ➤ <u>Utilities:</u> Water, sewer, and reclaimed water are available to the site.
- ➤ <u>Improvements:</u> 21st Street may be improved to provide a direct connection to the newly expanded U.S. 301 highway.
- ➤ <u>Power:</u> Existing power lines that are located in the existing unopened East Avenue right of way may need to be relocated in cooperation with Florida Power and Light.

Additional information as listed below can be viewed at www.sarasotagov.org/NRO/MarianAnderson.cfm

- Property Map and General Information
- Newtown Community Redevelopment Area Plan
- Zoning Map and Explanation
- CRD Zone District Standards
- IGD Zone District Standards
- FDEP site Rehabilitation Closure Order (SRCO)
- Demographic Reports

IV. Information on the surrounding neighborhood

The MAP site is located in North Sarasota, within a community historically known as Newtown. The Newtown-North Sarasota Community was previously designated a Florida Enterprise Zone in 2002 and Front Porch area in 2003. In 2008, the Community Redevelopment Agency (CRA) was established for Newtown with the purpose of implementing redevelopment activities that include eliminating "blight and slum" conditions, improving the tax base, and encouraging private and public investments.

V. Demographic Summary

The Newtown area (Census Tract 2 and 3) is comprised of predominately African American households with a median income of \$31,349. (2010 U.S. Census)

Black or African American Alone	67.3%
White Alone	31.9%
American Indian & Alaska Native Alone	1.6%
Asian Alone	2.5%
Native Hawaiian & Other Pacific Island Alone	0%
Some other race	.9%
Two or More Races	0%
Hispanic or Latino	11%

VI. Surrounding Amenities/Attractions:

-Downtown City of Sarasota	-Sarasota-Bradenton Int'l Airport	-Sarasota Memorial Hospital
-New College of Florida	-University of South Florida	-Ringling College of Art & Design – John
-Van Wezel Performing Arts	-John & Mable Ringling Museum	-Booker High School Visual/Performing Arts

VII. COMMUNICATION

All communications regarding this project, including questions related to this Invitation to Negotiate, shall be submitted in writing to the Purchasing Manager by 10:30 a.m. on June 30, 2017.

Purchasing Manager City of Sarasota, Purchasing Department 1565 First Street, Room 205 Sarasota, Fl. 34236 FAX: (941) 954-4157

VIII. DEADLINE

Proposals should be delivered to David Boswell, Purchasing Manager, City of Sarasota, 1565 First Street, Room 205, Sarasota, FL 34236 by no later than 10:30 a.m., June 30, 2017. Please provide one original and ten (10) copies. For additional information, please refer to www.sarasotagov.org/NRO/MarianAnderson.cfm.

IX. PROPOSAL AND PROCESS DEVELOPMENT

1.00 CRITERIA FOR REDEVELOPMENT:

Proposals will be evaluated on the following criteria:

- The proposal should include a proposed **redevelopment plan** that details all proposed infrastructure improvements and anticipated phasing of construction.
- > The proposal should include emphasis on local hiring for all phases of construction and the affirmative steps that will be taken to assure local hiring and documenting the labor force utilized.
- The proposal should include quality residential/office/mixed use development along the Dr. Martin Luther King Jr. Way frontage. The architecture of the proposed frontage should be of superior quality and have a consistent theme and reflect new urbanism standards.
- The remainder of the site may be uses allowed in the CRD zone district or uses that encourage and promote economic development and local job creation such as:
 - o High-tech industry and light production and assembly types of uses.
 - o Vocational technical training centers or development that promotes local entrepreneurial hub.
 - o Research type uses or facilities that incorporate or are compatible with the higher education institutions- three universities and a new sound stage production facility are within a (5) five mile radius (Ringling College of Art and Design, University of South Florida and New College of Florida)
- Design practices must reflect green energy efficiency standards and transit oriented design.
- > Respondents must be able to demonstrate a **proven track record** in completing similar redevelopment projects and a capacity to effectively **market the proposed project.**
- All costs of development and further remediation must be borne by the developer.

In addition to the above, Proposals should include the following:

- Name of entity or corporate name submitting proposal with name, addresses, and phone numbers of officers and directors, if any.
- Resumes of principal personnel (professional experience, time with the firm, responsibilities, representative projects) and sub-consultants that will be part of the team, including the name and resume of the proposed project manager who will be committed to the project.
- Nature and type of business or organization with brief history.
- > Specific proposal including general conceptual or schematic plan.
- A portfolio, with sufficient detail that shows plans and other pertinent information for comparable projects, including project budgets, pro forma information, and references for projects completed within the past five (5) years. Project references for each project must be included.
- Financial information for the Respondent which could consist of audited financial statements, bank and credit references and/or SEC filing for public companies.
- > Any other pertinent information.

2.00 DEVELOPMENT TIMETABLE:

The Respondent should propose a master timetable that is comprehensive and achievable to include community engagement, development process, site environmental rehabilitation construction, and occupancy. In the ultimate transactional documents, the selected Respondent will be expected to commit to any such schedule agreed upon by the City and the selected Respondent.

Any conditions that could alter the timetable should be specified. It is expected that any written agreement entered in the future will contain an option for the City to repurchase the Property by the City in the event substantial construction has not begun within three (3) years from the date of signing the contract or development agreement related to the overall development of the MAP property.

3.00 SUBMISSION OF PROPOSAL:

Proposal Acknowledgment:

By submitting a Proposal, the Respondent certifies that it: (i) has fully read and understands these materials and all associated addenda and documents; (ii) has complete knowledge of the scope, nature, costs and quality of work to be performed; and (iii) has agreed to all of the terms and conditions of this ITN.

> <u>Interviews:</u>

The City of Sarasota reserves the right to conduct personal interviews or require presentations on all Respondents prior to selection. The City will not be liable for any costs incurred by the Respondents in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

Request for Modification:

The City of Sarasota reserves the right to request that some or all of the Respondents modify their Proposals to more fully meet the needs of the City.

Request for Additional Information:

The Respondents shall furnish such additional information as the City of Sarasota may reasonably require as requested. This includes information which indicates financial resources as well as ability to perform. The City reserves the right to make investigations of the qualifications of the Respondents as it deems appropriate, including but not limited to, a background investigation conducted by the Sarasota Police Department or other appropriate governmental agencies.

It is the qualified Respondent's responsibility to ensure that they are fully informed of any and all site conditions prior to submittal of proposals. Such factors must be incorporated, including the financial feasibility to rectify these conditions as part of the Respondent's proposal.

4.00 <u>NEGOTIATION</u> PROCESS

4.01 Reservations as to Mode of Negotiations

The City reserves the right to negotiate concurrently or separately with two or more competing respondents, to combine competing proposals and to finalize or terminate the negotiations process at any time in the proposal process that the City determines, in its sole judgment that such action would be in the best interest of the City. All negotiations shall be conducted in the manner, time, place and scope as determined in City's sole discretion. No short-listed respondent, identified as provide below, shall have the right to participate in negotiations, and City shall have the sole discretion to select among the short-listed respondents for negotiations, and to terminate negotiations with any respondent at anytime. No respondent selected for negotiations shall have the right to present supplement or alternative proposals or terms, expect as expressly provided herein or as expressly requested and approved by Selection Committee and/or Financial Administration Purchasing Division in writing during the negotiation process. No respondent shall have the right to negotiate the same terms as another or be provided knowledge of another party's status or terms by the City, nor to present a best and final offer, unless directed by City in its sole discretion.

4.02 Reservations as to Rejection and Waiver

The City reserves the right to reject any and all replies pursuant to this Invitation to Negotiate, if it determines such action is in the best interest of the City. The City reserves the right to waive minor irregularities in submitted replies.

4.03 Selection and Negotiation Process

The City, or its designated selection committee, will interview qualified respondents for the MAP site based on the following requirements:

- > The extent of the response to the information requested in the Invitation to Negotiate and how it addresses the purpose of the criteria for redevelopment.
- Responsiveness of proposed development plan to goals and objectives outlined by the City of Sarasota though the Newtown CRA Plan.
- > The extent to which the project includes an outreach to the surrounding neighborhoods in terms of small business development and employment opportunities.
- > Compatibility of proposed development plan with surrounding land uses and businesses.

- Experience of the development team with Brownfields projects of similar size, scope, and nature.
- > Strength of development team, including financial strength, experience and resume of proposed key personnel.
- > Quality of marketing plan, where such a plan is appropriate.
- Quality of proposed development, based on initial design.
- > Strength of proposed financing plan, the financial capacity to implement the project proposed in the submittal.

Step 1: Interested parties must submit a written proposal containing all the information requested in this ITN.

<u>Step 2:</u> The City's Selection Committee will evaluate the proposals received based on the criteria list on page 9 & 10, with the intention of short-listing qualified proposals if more than one submittal is judged to be qualified. There is no requirement, implied or intended, for a specific number of proposals to be on the short list.

<u>Step 3:</u> Each short-listed respondent will be asked to provide an oral presentation to the Selection Committee and participate in a question/answer session regarding the respondent's capabilities, technical proposal and financial proposal. The date, time and duration of each presentation and session will be set in writing by the Financial Administration Purchasing Division prior to the presentations and sessions. These meetings will be used to share information, exchange innovative ideas, clarify concepts, and improve understanding about the City's needs and expectations, and the capabilities and proposal of each respondent. Respondents are not limited to the terms of their proposals during the question/answer session.

<u>Step 4:</u> Following presentations by all short-listed respondents, City will consider revising the Invitation to Negotiate, as advisable or necessary, in its sole discretion, to eliminate unnecessary requirements and incorporate innovative ideas and approaches that the Selection Committee believes would benefit the City. The Selection Committee may or may not continue to negotiate with any or all of the short-listed Respondents. If the Selection Committee discontinues negotiations with a short-listed Respondent then that firm will be removed from the short-list.

<u>Step 5:</u> One or more of the short-listed respondents may be directed in writing to submit a sealed best and final proposal in response to a revised Invitation to Negotiate and/or to submit a sealed final financial proposal by a date and time set forth by the Financial Administration Purchasing Division. Any respondent that fails to provide a sealed best and final proposal or sealed final financial proposal by such deadline, as directed, may be deemed to have withdrawn its proposal and the Selection Committee and/or City may elect in its sole discretion to cease further consideration of that respondent for negotiation or award of a contract.

<u>Step 6:</u> After considering any best and final proposal and/or final financial proposal submitted in Step 4 and 5, the Financial Administration Purchasing Division shall notify the short-listed respondent or respondents selected for negotiations of the dates and times to meet with the Selection Committee negotiating team to negotiate Respondent's proposals and discuss any issues or problems. The Selection Committee Negotiating

Team may exercise all discretion as provided by law or as set forth in this solicitation. The Selection Committee Negotiating Team may prepare such evaluations of the respondents' technical approach, capabilities and financial proposal as they deem appropriate. After conducting such negotiations as it deems appropriate, the Selection Committee Negotiating Team will make a final recommendation to the City Commission.

<u>Step 7:</u> Post - Notice of Intent to Award (3 days). The Respondents are given this time in which to protest the award in accordance with City policy.

<u>Step 8:</u> The Selection Committee Negotiating Teams' recommendation of an acceptance negotiated contract will be presented to the City Commission for approval. The City Commission reserves the right to direct that further or alternative negotiations be undertaken, and may undertake such negotiations itself or through alternative representatives.

Step 9: Should the respondent selected for contract award fail to execute the contract, or default in its performance, the City may elect to offer the same or equivalent contract terms to another short-listed respondent or to conduct negotiations with any Respondent or Respondents that has submitted a timely reply in accordance with the Invitation to Negotiate or any subsequent related solicitation.

All costs incurred by Respondents associated with any submittal in response to this ITN are the sole responsibility of the Respondent.

X. FINAL AGREEMENT:

Any development and disposition of the MAP property shall be subject to such restrictions, covenants, conditions and obligations, including covenants running with the land, necessary and appropriate to prevent slum or blighted areas and to carry out the purposes of the Community Redevelopment Act, Chapter 163, Part III, Florida Statutes and the Newtown CRA Plan, and to comply with environmental restrains in connection with the ultimate site rehabilitation solutions approved by FDEP.

The City may accept such proposal as it deems to be in the public interest in furtherance of the purposes of the Act and Plan. Terms and conditions will be negotiated and are ultimately subject to City Commission approval.

XI. PURCHASE AND SALE TERMS:

A Contract for Sale and Purchase will be prepared by the City Attorney to conform to the negotiations between the Selection Committee Negotiation Team approved by City Commission and the selected Respondent.

The Contract for Sale and Purchase will allow the Respondent, at their sole cost and expense, to perform environmental assessments or tests on the Property subject to negotiated limitations at the time.

Any and all environmental assessments or tests, and any remediation or cleanup work necessary, will be paid for by the Respondent or buyer.

The Respondent or Buyer will be responsible for paying all costs associated with the purchase of the Property, including but not limited to, due diligence investigations and tests, closing costs, survey, title insurance, recording fees, etc.

XII. PROPOSAL SUBJECT TO CONTRACT FOR SALE AND PURCHASE:

- Proposal Award Subject to contract for Sale and Purchase. This ITN and the associated process seeks to select a Respondent who meets the city's requirements and expectations, capable of purchasing and redeveloping the MAP site pursuant to the terms of this ITN. Once a Respondent or Respondents is/are selected pursuant to this ITN process, the City expects to enter into negotiations aimed at arriving at a Contract for Sale and Purchase with the selected Respondent, in the form mutually agreeable to the parties. The award of the Invitation to Negotiate is subject to the subsequent negotiation and execution of a Contract for Sale and Purchase of the Property with the selected Respondent.
- Failure to Sign Contract: It is understood that, if the selected Respondent fails to execute a contract for Sale and Purchase with the City, (within negotiated timeframe), the City may, in its sole discretion, give written notice to the initially selected Respondent either extending the negotiation period or terminating negotiations, after which the City may elect, but is not obligated to do so, again in its sole discretion, to select another Respondent and enter negotiations with that party without obligation to the initially selected Respondent.

Marian Anderson Place - Site Map





ZONING



This map indicates the extent of Parcel "0043-04-0014" if 10 acres of the Southern portion of the parcel are IGD re-zoned from CRD to IGD.

Map Projection: NAD 83 HARN State Plane FL West 0902

