



**bradenton**

*The Friendly City*

**Request for Qualifications (CCNA)**

**22-029TWS**

**Miscellaneous Professional Continuing Services**

**Department**

**Public Works & Utilities**

**Issued by the City of Bradenton**

**Purchasing Department**

**Qualifications submittals to be received by**

**2:30pm, Monday, July 6, 2022**

Date: May 3, 2022

**Notice to Contractor/Vendors/Proposers**

**Request for Oulifications**

The City of Bradenton, Florida, is requesting submittals from qualified individuals/firms for

**Miscellaneous Professional Continuing Services**

for the purpose of selecting a provider to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the City of Bradenton, Florida, in conformance with bid document, which include technical specifications and/or a scope of work. Those individuals/firms interested in being considered for this **(RFQ)** are instructed to submitted their submittal on the forms provided, pertinent to this **project** **prior to 2:30 pm, Monday, July 6, 2022 via Demandstar\* eBidding**. Submittals shall be clearly marked:

**RFQ No.: 22-029TWS - Miscellaneous Professional Continuing Services**

Bid documents and technical specifications for this project are available from DemandStar\* at (800) 711-1712 - [www.demandstar.com](http://www.demandstar.com) . Vendors who obtain specifications and plans from sources other than DemandStar are cautioned that the bid 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 (5) days prior to (Monday, June 27, 2022 at 5:00pm) the bid opening date to all vendors who are listed on the official bidders list within DemandStar. The City may not accept incomplete bids.

There will be a **Non-Mandatory Pre-Submittal Conference scheduled for Monday, June 13, 2022** via Start Meeting (detailed instructions will post separately). The conference will begin promptly at the prescribed time. The purpose of the conference will be to familiarize all respondents with the process and respond to questions.

Respondents are encouraged to communicate any questions regarding this RFP by the deadline stated above. Questions should be sent in writing via email to [Tammy.Winton-Spearman@bradentonfl.gov](mailto:Tammy.Winton-Spearman@bradentonfl.gov) Questions and answers will be communicated to all respondents by issuing an addendum posted to <https://www.demandstar.com> The City reserves the right to modify this schedule at any time.

Sincerely,

*Tammy g. Winton-Spearman*  
Tammy Winton-Spearman, CPPO, CPPB  
Purchasing Manager

**CITY OF BRADENTON TERMS AND CONDITIONS**  
**CCNA Version 03-10-2022**

**1. SUBJECT TO THESE TERMS**

All qualifications submitted are subject to the terms and conditions specified herein. Qualifications 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 Bradenton Procurement Code and Ordinances Section 2-237
  - 2.1.4. Detailed Scope of Work
  - 2.1.5. These Terms and Conditions

**3. CONTRACT FORMS**

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

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

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

#### 4.4. RFQ Opening

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

#### 5. **QUALIFICATIONS SETUP**

Qualifications must be submitted in a 3-ring binder **unless otherwise stated on page one (2) or in the Special or Supplemental Conditions**. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count. Proposal must have a front cover that contains the following:

Company Name

Number and Title of the Request for

Proposal Due Date of Proposal

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

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

**Tab I Executive Summary (Category 1)**

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

**Tab II Qualifications (Category 1)**

1. Company Information

- a. A brief company history.
- b. How many years has your organization been in business as a provider of the products and services you're proposing to offer under this solicitation?
- c. How many years has your organization been in business under its' present business name?
- d. Location of the Consultant's Corporate Headquarters and location of the office(s) where the work will be produced. Include the name and titles of those members of the project team that are permanently assigned to the project office.
  - i. How many years at this present office location?
    1. How many full-time employees?
  - ii. How many years at prior office location?
  - iii. Is work to be shared amongst employees working out of different proposer office locations? If so, what is the allocation of personnel and related work they are to perform?
- e. Under what other or former names has your organization operated?
- f. If your organization is a corporation, answer the following:
  - i. Date of incorporation
  - ii. State of incorporation
  - iii. President's name
  - iv. Vice-President's name(s)
  - v. Secretary's name
  - vi. Treasurer's name
- g. If your organization is a partnership, answer the following:
  - i. Date of organization
  - ii. Type of partnership (if applicable)
  - iii. Name(s) of general partner(s)
- h. If your organization is individually owned, answer the following:
  - i. Date of organization
  - ii. Name of owner
- i. If the form of your organization is other than those listed above, describe it and the name of the principals.
- 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 Consultant with whom the City would contract, and all other firms shown as team members would be sub-consultants.

k. Experience

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

**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), including:
  - a. The proposed relationship between key members and support staff and aspects of work each will be responsible for performing.
  - b. A list of all employees authorized to enter into a contract on behalf of the company.
2. Identify all sub-consultants and sub-contractors to be used for the work.
  - a. Provide a brief narrative for each subconsultant/subcontractor and the work experience, field(s) of specialization, education, and certifications for key team members.

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

1. Describe your service facilities in terms of square feet, equipment, service response time and drive time from the project office to the City of Bradenton project coordination sites as stated in the project task order. Use City Hall as a reference for this RFQ.
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 Bradenton?
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 Bradenton.
  - a. The description should include a spreadsheet with the following headers to identify cost:
    - i. Project Name
    - ii. Entity name
    - iii. Contact Person, email and phone number
    - iv. Beginning amount of project
    - v. Change order totals and who initiated the change order as follows:
      1. City of Bradenton
      2. Engineer
      3. Unforeseen

### **Tab V. References (Category 3)**

1. Complete Form #8 Provide a minimum of four (4) references that include the institution name, address, phone number, email, and contact's name and position.
2. Complete and provide to reference contacts Form#9.
  - a. Complete "Section 1" prior to providing form #9 to references. This is the reference's information **not** the proposer's information.
  - b. In the "Subject" block enter the name of the project the Proposer completed for that reference.
  - c. Section 2 is the name of the proposer.
  - d. The reference should complete Section 3 and return directly to the City of Bradenton.
  - e. Form #9 should not be returned by Proposer. A minimum of 3 reference responses must be returned no later than 7 calendars days after opening date. **Failure to obtain reference surveys may make your company non-responsive.**
  - f. Section 4 is for the reference to print and sign name.
3. You may include, in addition to Form #8, in this tab
  - a. Letters of recommendation by other references in this tab.
  - b. List of completed projects similar in scope to project under consideration, references to include owners' contact person, telephone number and email.
  - c. Any outstanding accomplishments of the firm that relates to the specific services being sought.
  - d. Also, to be included is any Quality Assurance and Value Engineering Programs.

### **Tab VI. Proposal Requirements (Category 4)**

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

### **Tab VII. Required Forms (Category 5)**

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

## **6. CLARIFICATION & ADDENDA**

- 6.1. For information or questions concerning this RFQ, contact the City of Bradenton Purchasing Division, 101 Old Main Street, Bradenton, Florida 34205, phone number (941) 714-7502, **unless otherwise noted** in the specifications. After the issuance of the Request for Qualifications (RFQ), prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the RFQ with any Council member, agent or employee of the CITY other than the Purchasing Manager or their designee. This prohibition begins with the issuance of any RRFQ and ends upon execution of the final contract or when the invitation or request has been cancelled. If it is determined that improper communications were conducted, the Consultant may be declared not responsible.
- 6.2. Detailed specifications describe the commodities, services or construction services to be acquired by the CITY. To be considered for award a submittal must comply in all material respects with the specifications. No alternate proposals or deviations from the specifications will be accepted unless requested in the specifications or RFQ form and as approved through written addendum.
- 6.3. Each proposer shall examine all RFQ 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 RFQ shall be made in writing, submitted and received at least eight (8) calendar days prior to the date when proposals are due; to the City of Bradenton Purchasing Division.

- 6.4. The CITY shall not be responsible for oral interpretations given by any CITY employee, representative, or others. Every request for interpretation of the meaning of the plans, specifications or any contract documents, or for correction of any apparent ambiguity, inconsistency or error therein, shall be in writing, addressed to the Purchasing Manager or designated buyer listed on page 2. The issuance of a written addendum by the City's Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this RFQ the CITY will attempt to notify all prospective proposers who have secured same through its solicitation posting website; however, it shall be the responsibility of each proposer, prior to submitting their proposal, to determine if addenda were issued and to make such addenda a part of their proposal. Acknowledgement to addenda receipt will be noted by each proposer in the space provide on Form# 1, RFQ Form located in the Forms Section, Part I.
- 6.4.1. Should the proposer find discrepancies in or omissions from the drawings and specifications, scope of work, or other documents attached hereto, or should they be in doubt as to the meaning, they should at once contact the Purchasing Division and obtain clarification prior to submitting a qualifications package.
- 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 RFQ prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Division at once, indicating in their letter or email the specific regulation which required an alteration. The CITY reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the CITY.

## **7. PROPOSAL EXPENSES**

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

## **8. IRREVOCABLE OFFER**

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

## **9. RESERVED RIGHTS**

- 9.1. The CITY reserves the right to accept or reject any or all submittals, 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 submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.
- 9.1.1. CCNA Statutes recommends a minimum of three (3) qualified professional,



experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

- 9.2. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.
  - 9.2.1. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.
- 9.3. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Bradenton Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.
- 9.4. After contract awards of this RFQ, the CITY reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry wide market changes, the CITY may negotiate justified adjustments such as price, terms, etc., to this contract when the CITY, in its sole judgment, considers such adjustments to be in the best interest of the CITY. The City of Bradenton may or may not require the prospective proposer to participate in negotiations and to submit additional technical information or other revisions to their proposal as may result from the negotiations.
- 9.5. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.
- 9.6. The City of Bradenton reserves the right to refuse to award to any proposer based upon prior contractual relationships between that proposer, or a substantially related person or entity, and the CITY. This shall include, but is not limited to, situations in which the proposer or, a substantially related person or entity, has had its contractual relationship with the CITY terminated or issued notice of default within three (3) years of the date of the issuance of this RFQ.
- 9.7. The City reserves the right, in the sole opinion of the City, to require oral presentations or discussion from all selected respondents, at the discretion of the Evaluation Committee, derived from the evaluation and selection process herein described during any stage of the

evaluation and/or selection process.

## **10. PROFESSIONAL STANDARDS**

- 10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.
- 10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.
- 10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.
  - 10.3.1. The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
  - 10.3.2. Performance of Contract Holder
    - 10.3.2.1. It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

## **11. APPLICABLE LAWS**

- 11.1. Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal, but is not required (see Part III of the forms package, Sample#1). Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Bradenton, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes and revisions or as amended thereof. Any involvement with the City of Bradenton shall be in accordance with but not limited to:
  - 11.1.1. City Administrative Regulation and Ordinances
    - 11.1.1.1. City of Bradenton Procurement Ordinance
  - 11.1.2. Florida State Statues
    - 11.1.2.1. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)
    - 11.1.2.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

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

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

**12. DISCLAIMER OF JOINT VENTURE**

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

**13. MINIMUM REQUIREMENTS**

- 13.1. Previous experience in the performance of projects of a similar nature.
- 13.2. The individuals/firm warrants that they are fully qualified, with adequate personnel, resources, and experience to undertake the services required within a reasonable time.
- 13.3. Registered under the State of Florida to perform the services required for this project. Registration Certificate to be provided by the Florida Department of State, Division of Corporations, establishing your firm as eligible to conduct business in the State of Florida. Please refer to website: [www.sunbiz.org](http://www.sunbiz.org)
- 13.4. The individual or firm warrants that they are familiar with and have personnel that can conduct contract administration in the related project.
- 13.5. The individual must have a fixed office location that is considered a commercial location. No proposals will be accepted from individuals or firms operating out of a residential or false front. This includes proxy offices and answeringservices.
- 13.6. If required, Consultant firm is responsible for providing completed Record Drawings for specified projects in a City specified form and format whether it is a fixed project, or a project completed under a continuing services contract task order. This task shall be completed at no additional cost to the City. Failure to provide Record Drawings within ninety (90) calendar days of the project's substantial completion may result in final payments, in an amount not less than ten (10) percent of the final total contract amount, being withheld until such drawings are provided to and approved by the City.

**14. TAXES**

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

**15. ERRORS AND OMISSIONS**

- 15.1. In the event of multiplication/addition error(s), the hourly rate shall prevail. Written

prices shall prevail over figures where applicable. All task orders shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

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

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

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

## **17. QUALITY GUARANTEE/WARRANTY**

- 17.1. The City and the selected consultant will establish a performance schedule based on the negotiations. The City's expectations as to your timeliness of completion of services will be in this schedule. It is important that the expectations of the City, as expressed by the schedule, be realistic, and that the schedule be adhered to as close as possible. Contract schedule will be subject to liquidated damages as outlined in these Terms and Conditions.
- 17.2. Consultant will guarantee their work without disclaimers, unless otherwise specifically approved by the City.

## **18. PUBLIC ENTITY CRIMES**

- 18.1. In accordance with Chapter 287, Florida Statutes, Procurement of Personal Property and Services, Section 287.133, Public entity crime; denial or revocation of the right to transact business with public entities. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **19. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

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

## **20. ROYALTIES AND PATENTS**

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

## **21. PURCHASING COOPERATIVE**

It is the intent of this Request for Proposal (RFP) to include requirements and to obtain proposals on behalf of the City of Bradenton and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this Request for Proposal (RFP). This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained

herein. The City of Bradenton will not be financially responsible for the purchases of other entities from this solicitation.

## **22. DELIVERY**

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

## **23. PRE-PROPOSAL CONFERENCE**

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

## **24. FUNDING**

- 24.1. This RFQ is subject to the appropriation of funds in an amount sufficient to allow continuation of the CITY's performance in accordance with the terms and conditions of this RFQ. The CITY shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this RFQ, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the RFQ.
- 24.2. This City of Bradenton ***will not reveal engineering estimates or budget amounts for a project*** unless required by grant funding or unless it is in the best interest of the CITY. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

## **25. SUBCONTRACTING**

- 25.1. Consultant shall obtain prior written approval of subcontractors and the work they will perform as stated in the scope of work. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the Consultants
- 25.2. Consultant shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures. All Work performed for Consultant by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Consultant and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of City. Consultant shall be fully responsible to the for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Consultant is responsible for Consultant's own acts and omissions. The City requires direct access to sub-consultants. All communications will follow-up with the Prime Consultant.

## **26. TRAVEL EXPENSE**

Travel expenses, if approved by the CITY, will be reimbursed in accordance with the City of Bradenton Travel Policy whether or not the resulting contract provides for a different method.

### **26.1. Local Travel**

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

## **27. PUBLIC RECORDS**

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

## **28. CHANGES (IF APPLICABLE)**

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

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

28.1.2. Continuing services contract that are being completed through a task order will require supplemental agreements. This will include the submittal of an explanation of the additional scope and cost. This will include clarification of the scope of work and schedule. Adjustments to price or time of the task order will be submitted in a proposal format. This additional scope must be similar in nature to the original task order. The total cost of the task order cannot exceed \$200,000.00. Further, construction cost cannot exceed \$2,000,000.

28.1.3. Project specific contracts will require a supplement or amendment to the contract that must be approved by the City Council.

28.2. The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the rates for the specific item of work with no additional charges allowed for the change in quantity. All rates for services of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit pricing.

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

28.4. Changes in contract/task order time must be justified to included but not limited to:

28.4.1. Owner changes to scope.

28.4.2. Additional scope discovered during BODR or preliminary design.

28.4.3. Failure on the City's behalf to review scope or plans in a timely manner.

28.4.4. Delays by others, such as utility companies, may not necessarily be compensated by the City and the contractor may need to seek compensation from the third party for the delay.

## **29. INVOICING**

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

## **30. TIME EXTENSION AND CONTINUATION OF WORK**

### **30.1. Time Extension**

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

### **30.2. Continuation of Work**

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

## **31. RIGHT TO AUDIT**

The Consultant shall maintain such financial records and other records as may be prescribed by the City of Bradenton or by applicable federal and state laws, rules, and regulations. The Consultant shall retain these records for a period of five years after final payment, or until they are audited by the City of Bradenton, 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 Bradenton, its designees or other authorized bodies.

## **32. E-VERIFY**

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

## **33. PROTEST PROCEDURES**

Protest procedures will be conducted in accordance with the City of Bradenton Procurement Ordinance.

## **34. INSURANCE**

34.1. The contractor/vendor, prior to the signing an Agreement and before starting any work on this Agreement, shall procure and maintain, during the life of this Agreement, the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the CITY. The policies shall be placed with an insurance carrier approved and licensed by the Insurance Department of the State of Florida and that meets a minimum financial **A. M. Best & Company** or approved alternate rating of no less than "A", **Excellent**. The City will accept a minimum rating for Worker's Compensation Insurance of "**B+, Good**". The NAIC number for all Insurers will be noted to the right of the insurer's



name in the section provided on the certificate of insurance. The City of Bradenton will not accept any indication or evidence of self-insurance made by the contractor/vendor, as it applies to any of the required insurance coverage. The Purchasing Manager, or designee, reserves the right to waive, downgrade or upgrade, or suspend requirements as determined to be in the best interest of the City. Any and all fully-executed contracts will require that the contractor/vendor be fully insured per the terms and conditions as follows herein:

34.2. Mandatory Insurance Requirements

34.2.1. Worker's Compensation

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

34.2.2. Commercial General Liability

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

34.2.3. Automobile Liability

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

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

34.3.1. Umbrella Liability

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

34.3.2. Liquor Liability

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

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

34.3.4. Professional Liability

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

34.3.5. Hazardous Material

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

34.3.5.1. Contractor/vendor's Pollution Liability

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

34.3.5.2. Asbestos Liability

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

34.3.5.3. Disposal

When applicable, the Contractor/vendor shall designate the disposal site and

furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

34.3.5.4. Hazardous Waste Transportation

When applicable, the Contractor/vendor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than \$2,000,000 annual aggregate and provide valid EPA identification number.

The Certificates of Insurance (COI) shall clearly state the hazardous materials exposure work being performed under this Agreement.

34.3.6. Builder's Risk

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

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

34.3.6.2. Theft coverage;

34.3.6.3. Waiver of Occupancy clause endorsement;

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

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

34.4. Additional Insured

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

34.5. Certification of Insurance

Consultant, prior to providing any services pursuant to this Agreement, shall furnish to the CITY proof of insurance, including, but not limited to a Certificate of Insurance referencing the City of Bradenton as "**additional insured**", except for worker's compensation and professional liability, and the effectiveness of all required insurance for Consultant, and each of its subcontractors. No work shall commence under this Agreement until the CITY's authorized representative has given written approval of the insurance certificates.

Additionally, Consultant has an affirmative obligation throughout the entire term of this Agreement to provide the Purchasing Department, 101 Old Main Street, Bradenton, FL 34205 evidence of the continuation of all policies required of Consultant by this Agreement. As such, as each policy of insurance is renewed, proof thereof must be provided in writing to the Purchasing Department, 101 Old Main Street, Bradenton, FL 34205. **All insurance documents must show the RFP Number and indicate that the proposers' insurance is the prime insurance.** Certificate of Insurance must include the company's NAIC. City suggests that Consultant obtain all policies on an occurrence form basis. If, however, Consultant determines to obtain claims-made policies, Consultant shall be required to assure that the policy dates run concurrently throughout the entire term of this Agreement and Consultant shall be required to maintain "tail" coverage Consultant's own expense for a period of time as directed by the City.

35. 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.

### **36. CONTRACT ADMINISTRATION AND SITE REVIEW**

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

#### **36.2. Ownership of Documents**

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

#### **36.3. Notice to Proceed (NTP) and Pre-Construction/Kickoff Meetings**

##### **36.3.1. Single Project**

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

##### **36.3.2. Continuing Services**

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

#### **36.4. Work Progress and Delays**

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

### **37. TERMINATION OF CONTRACT**

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

### 37.1. Termination for Default

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

### 37.2. Termination for Convenience

The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City of Bradenton's best interest. Any such termination shall be affected by the delivery to the Consultant of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the Consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

### 37.3. Payment and Ownership of Documents upon Termination

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

### 37.4. Waiver

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

## **38. INDEMNIFICATION**

### 38.1. Design Professional

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

## **39. PRICES, TERMS, AND PAYMENTS**

### 39.1. Mistakes

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

### 39.2. Invoicing and Payment

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

#### 39.2.1. Payments Based on Percentage Markup

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

#### 39.2.2. Additional Quantities-Lump Sum and Unit Pricing Contracts

The CITY and Consultant may add additional work items to the contract at any time, provided a fair and reasonable not to exceed, lump sum or unit cost can be agreed upon by both parties unless otherwise specified in the specifications or scope of work.

#### 39.2.3. Additional Scope of Work

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

### 39.3. Additional Terms and Conditions

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

### 39.4. Advertising

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

### 39.5. Assignment

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

### 39.6. Contract Term

Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be three (3) years with two (2) one (1) year renewals for a total of five (5) years.

#### **40. TIE BREAKERS**

##### **40.1. Ties**

- 40.1.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.
- 40.1.2. In the event of any tie (in the ranking criteria) the following may take effect:
- 40.1.3. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.
- 40.1.4. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect.
  - 40.1.4.1. Preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free work place in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:
  - 40.1.4.2. Preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:
    - 40.1.4.3. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
    - 40.1.4.4. Inform employees about the dangers of drug abuse in the work place, the business policy of maintaining a drug-free work place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
    - 40.1.4.5. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in section 39.1.3.4.
    - 40.1.4.6. In the statement specified in section 39.1.3.4, notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
    - 40.1.4.7. Impose a sanction on, or require the satisfactory participation in a drug abuse assist and/or rehabilitation program if such is available in the employee's

community, by any employee who is so convicted.

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

40.1.4.9. In the event of any tie between consultants that have a Drug Free Work Place program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

40.2. **Local Hiring**

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

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

**41. PERMITS, FEES, AND LICENSING**

The Consultant shall obtain all necessary permits and pay for same prior to commencement of work. The cost of such permits shall be included within the base proposal, unless otherwise provided for in the RFQ forms or specifications. The Consultant must have all license and certifications as required by Federal, State, City, County, or special agencies (i.e. FAA, FTA, EPA, DOT, etc...). Permit cost may be calculated by going to the City of Bradenton Planning Department

**42. CONFLICT OF INTEREST**

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

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

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

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

42.2.2.1. The RFQ award is determined by a selection committee, approved by the Purchasing Manager, to the most advantageous proposer. In addition, the advisory board member is required prior to or at the time of the submissions of the proposal, file a statement with the Supervisor of Elections of Manatee

County, disclosing their interest and the nature of the intended business. The form, which should be used, is entitled "Form 3A Interest in Competitive RFQ for Public Business," a copy of this form has been provided in the forms section of this RFQ, (Form# 2, Form# 3A Interest in Competitive RFQs) or you may contact the City of Bradenton Purchasing Division.

- 42.2.2.2. The advisory board member, their spouse or child is required to have in no way used or attempted to use their influence to persuade the CITY or any of its personnel to enter into such a contract other than by the mere submission of the proposal.
- 42.2.2.3. The advisory board member, their spouse or child is required to have in no way participated in the determination of the RFQ specifications or the determination of the lowest or best proposer."
- 42.2.3. All of the three- (3) above conditions are required to be satisfied in accordance with the Florida Statutes. The filing of the disclosure form with the Supervisor of Elections of Manatee County is the sole responsibility of the proposer and must be filed prior to or at the time of submission of the proposal. A copy of the completed disclosure form shall be submitted to the Purchasing Manager prior to or at the time of submission of the proposal. Failure of the proposer to comply with the provisions of this paragraph may result in the rejection of the proposal.
- 42.3. The following reasons include, but are not limited to, rejecting proposals or disqualifying Proposers: a Proposer submits more than one proposal for the same work by an individual, firm, partnership, or corporation under the same or different names; evidence of collusion among those making proposals; previous participation by the Proposer in collusive proposals on work for the City of Bradenton; the Proposer submits an unbalanced proposal in which the prices for some items are out of proportion with the prices for other Request For Proposal items; there is uncompleted work for which the Proposer is committed by contract which, in the judgment of the City, might hinder or prevent the prompt completion of the work under this contract if awarded to such Proposer; any material change in qualification or a material misrepresentation.
- 42.4. Non-government Conflicts
  - 42.4.1. (a) A proposer shall not submit a response or enter into a contract with the City of Bradenton if the contract would result in the proposer having a conflict of interest. As used herein, the term conflict of interest shall mean:
    - 42.4.1.1. (1) The proposer's contract with another customer or entity will be averse to the interest of the City of Bradenton; or
    - 42.4.1.2. (2) There is a significant risk that the interest of the City of Bradenton will be materially impacted by the proposer's responsibilities to a current customer or entity, a former customer or entity or any other third party.
    - 42.4.1.3. (3) When a proposal is submitted pursuant to the CCNA, the conflict of interest standards set forth in the National Society of Professional Engineers Code Part II, Rules of Practices related to engineering services; the Code of Ethics - The American Institute of Architects and the NCARB - National Council of Architectural Registration Boards Code of Ethics related to architectural services shall each be applicable in determining whether a conflict of interest exists.
  - 42.4.2. (b) Notwithstanding the existence of a conflict of interest under paragraph (a), a proposer may submit a proposal and enter into a contract with the City of Bradenton if:
    - 42.4.2.1. (1) The proposer reasonably believes that they will be able to provide competent and diligent representation to each affected customer or entity and;



- 42.4.2.2. (2) The conflict of interest is not prohibited by law and;
  - 42.4.2.3. (3) The proposal or contract does not involve the assertion of a claim by one customer or entity against another represented by the proposer in the same project or other proceeding involving State or Federal agencies; and
  - 42.4.2.4. (4) Each affected customer or entity gives informed consent, confirmed in writing by the Purchasing Manager.
- 42.4.3. (c) It shall be the sole responsibility of the Purchasing Manager to determine if the criteria applicable to a conflict of interest or exception from same have been met.

**43. INSPECTION, ACCEPTANCE AND TITLE**

- 43.1. Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering agency will:
- 43.1.1. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
  - 43.1.2. Report damage (visible and concealed) to carrier and contract supplier, confirming such reports in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
  - 43.1.3. Retain the item and its shipping container, including inner packing material, until the carrier and disposition given by the contract supplier perform inspection.
  - 43.1.4. Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.
- 43.2. The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the City.
- 43.3. All remedies therein before and therein conferred on the City shall be deemed cumulative and no one exclusive of the other, or any other remedy conferred by law.

**44. LIQUIDATED DAMAGES AND NON CONFORMANCE TO CONTRACT**

- 44.1. Liquidated Damages  
Liquidated damages will be assessed to the Consultant for each consecutive calendar day completion of the project or work is delayed. Liquidated damages are specified in the chart listed below.
- 44.2. Project Time Frames
- 44.2.1. Completion of Preliminary Phase shall be from 30 to 90 days (0% to 25% of project time) for each project, depending on the complexity of the project and the discretion of the project manager.
  - 44.2.2. Completion of the Intermediate Phase shall be 30 to 180 days (25% to 75% of project time) for each project, depending on the complexity of the project and the discretion of the project manager.
  - 44.2.3. Completion of Final Phase shall be 30 to 90 days (75% to 100% of project time), depending on the complexity of the project and the discretion of the project manager.
  - 44.2.4. Liquidated damages may apply to projects not completed on time as determined by the City. Liquidated damages will be set in accordance with the City's chart below.

<b>Estimated Design Cost Over</b>	<b>Estimated Design Cost but Less than</b>	<b>Daily Charge Per Calendar Day</b>
\$0.00	\$5,000.00	\$12.00
\$5,000.00	\$10,000.00	\$20.00
\$10,000.00	\$35,000.00	\$60.00
\$35,000.00	\$50,000.00	\$80.00
\$50,000.00	\$100,000.00	\$140.00
\$100,000.00	\$200,000.00	\$260.00
\$200,000.00	\$300,000.00	\$400.00
\$300,000.00	\$400,000.00	\$500.00
\$500,000.00	\$600,000.00	\$700.00
\$600,000.00	\$700,000.00	\$900.00
\$700,000.00 over		\$1000.00 plus .00005

44.3. Attorney's Fees

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

**45. COMPLETION OF WORK OR PROJECT**

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

**46. AWARDS**

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

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

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

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

- 46.1.1.3. Subsequent evaluations will be accomplished by simply ranking the proposers. Point values will not be totaled. Proposals will be ranked in sequential order with one (1) being the highest ranking.
- 46.2. The CITY reserves the right to award to one or multiple proposers at the discretion of the requesting authority and approval of the Purchasing Manager.
- 46.3. Award of Contract, if made; will be to the most **responsible** and **responsive** proposer(s), taking into account evaluation criteria. In reviewing proposals submitted, the CITY shall take into consideration, when determining the most **responsible** and **responsive** proposer(s).
- 46.4. In respect to the proposals, the CITY shall make such recommendations to the City Council, if applicable, as they shall deem proper, at the earliest practicable meeting of the City Council. The City Council shall elect to reject all proposals, accept the proposal of the most **responsible** and **responsive** proposer, or re advertise the project for new proposals. In the event the most **responsible** and **responsive** proposal for a project exceeds the available funds, the CITY, may negotiate an adjustment of the proposal price with the most **responsible** and **responsive** proposer, in order to bring the total cost of the project within the amount of available funds.
- 46.5. Exception Scoring RFP Proposal (CCNA)
  - 46.5.1. If only one submittal is received the RFQ Committee may choose to accept the qualifications without scoring using the following procedures.
    - 46.5.1.1. Evaluation Meeting 1 (Shortlist Meeting) the Committee will decide whether to interview the single proposer or reissue the solicitation.
    - 46.5.1.2. Evaluation Meeting 2 (Interview Meeting) the Committee will interview the single proposer and approve or disapprove with a documented yes/no supermajority vote.

#### **47. SCRUTINIZED COMPANIES**

- 47.1. Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.
- 47.2. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. Form #5A is provided for the bidder's convenience.

**48. Public Records: As required by Section 119.0701, Florida Statutes, CONSULTANT hereby specifically covenants to comply with the public records laws of the State of Florida. CONSULTANT specifically covenants to:**

(a) Keep and maintain public records required by CITY in order to perform the Project Scope of Services.

(b) Upon request from CITY, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to CITY.

(d) Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of CONSULTANT or keep and maintain public records required by CITY to perform the Project Scope of Services. If CONSULTANT transfers all public records to CITY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for maintaining public records. All records stored electronically must be provided to CITY upon request from CITY in a format that is compatible with the information technology systems of CITY.

**(e) IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**

**[CITYCLERK@CITYOFBRADENTON.COM](mailto:CITYCLERK@CITYOFBRADENTON.COM)**

**(941) 932-9461**

**CITY HALL**

**101 12TH STREET WEST, (2ND FLOOR)**

**BRADENTON FL 34205**

**Scoring Criteria**

<b>Category</b>	<b>Category Title</b>	<b>Category Description</b>	<b>Proposal Tab(s)</b>	<b>Points (CCNA)</b>
1	Qualifications of Company	Includes company qualification and company information. Company Introduction and Executive Summary.	Tab I and II	25
2	Personnel	Personnel qualifications.	Tab III	35
3	Services/References	Services (past projects) and references that support your comments on the products or services you provide. Past customers related experience with your company.	Tab IV and V	30
4	Proposal Requirements	Details on how you plan to provide your products or services based on the specifications or scope of work provided in this solicitation or proposal request	Tab VI	10
			<b>Total Score</b>	100

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

**RFQ 22-029TWS**

**Miscellaneous Professional Continuing Services**



## **Scope of Work and Specifications**

Prepared by:  
Public Works

## 1. GENERAL INFORMATION

The City of Bradenton, located in Manatee County Florida is soliciting Statements of Qualifications (SOQ) from professional firms qualified to provide design and consulting services in the following areas under continuing services contracts conforming to the stipulations outlined with Chapter 287.055 of the Florida Statutes, also known as the “Consultant’s Competitive Negotiation Act”, or CCNA:

- a) Architectural Services
- b) Drainage/Stormwater Engineering Services
- c) Environmental Testing Services
- d) Facilities Engineering Services, to include:
  - o Mechanical, Electrical and Plumbing (MEP) Engineering
  - o Structural Engineering
- e) Geotechnical Engineering Services
- a) Hydrogeological Services
- b) Landscape Architectural Services
- c) Land Surveying Services
- d) Marine/Coastal Engineering Services
- e) Transportation/Traffic Engineering Services
- f) Water/Wastewater Engineering Services

The City intends to enter into contracts for continuing services in each service area listed above, with the respondent(s) who submit qualifications as determined by the City to be most advantageous to the City. The City anticipates awarding up to three (3) contracts in each service area to the respondent(s) chosen, but reserves the right to award in any fashion it decides, in its sole determination, is in the best interest of the City. All contracts awarded under this RFQ shall be “continuing contracts” as defined in Florida Statutes 287.055(2)(g) and shall be subject to the limitations and restrictions described therein. All contracts shall be awarded for an initial period of three (3) years, with a potential for up to two (2) 1-year extensions.

The selected individuals or firms should be able to demonstrate exceptional experience in dealing with municipal public projects, specifically in urbanized areas, preferably projects within the City of Bradenton with secondary preference for projects within Manatee County, including but not limited to all aspects of miscellaneous professional services in the designated area of expertise.

The scope of the professional services under each of these services will vary based on the specific needs of the City that arise over the duration of the contract. It is anticipated that the selected consultant(s) in each service area will be available to provide such services, as required, to all City departments including Public Works & Utilities, Planning & Community Development, Community Redevelopment Agency/Economic Development (CRC) Administration Services, Finance, and the Clerk’s office. The selected firm(s) will take assignments on a project-by-project basis pursuant to the terms of a written agreement with the City. The City intends for each continuing services agreement to stipulate that no firm is guaranteed work assignments under the contract. Work assignments will be negotiated with the

firm deemed by the City to be most qualified from the list of available firms to perform the specific task associated with each work order. Individual work orders will be negotiated as City's needs arise.

## 2. MINIMUM QUALIFICATIONS

Interested firms must be experienced in providing consulting services in the service areas of the nature described herein. While the use of sub-consultants may ultimately be required for completion of a specific assignment, it is the City's intent to select multiple consultants in each service area based solely on the qualifications of the lead consultant. To that end, SOQ submittals should contain no sub-consultants. Any information submitted related to sub-consultants will not be considered.

To be considered for selection in any or all of the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, Manatee County, and City of Bradenton codes, regulations, and laws. **Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.**

## 3. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Bradenton, the City is soliciting SOQs for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations. In any event, all proposers will be notified of the final results via posting to DemandStar.

## 4. TYPICAL SCOPES OF SERVICES

The scope of the professional services to be provided under this Contract will vary based on the specific needs of the CITY that arise over the duration of the Contract. It is anticipated that the CONSULTANT will be available to provide such services, as required, to all CITY departments. The CONSULTANT will take assignments on a project-by-project basis pursuant to the terms of this Contract.

It is stipulated herein that the CONSULTANT is not guaranteed work assignments under the Contract. Any assignments issued under this Contract shall be in accordance with the stipulations for continuing services contracts outlined in Chapter 287.055 of the Florida Statutes, also known as the "Consultant's Competitive Negotiation Act", or CCNA.

To aide professionals in responding to this RFQ, the City has prepared a general scope of services envisioned for each of the various areas of service for which this RFQ has been issued.

### 4.1. ARCHITECTURAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

- a) Feasibility studies
- b) Master planning



- c) Graphic design
- d) Interior design
- e) Building Information Modeling (BIM)
- f) Architectural engineering and design
- g) Project permitting services
- h) Development of construction cost opinions
- i) Development of construction plans and specifications
- j) Professional services during construction
  - o Construction administration services
  - o Construction observation services
  - o Completion of project close-out activities including Record Drawings in multiple electronic formats
- k) Alternative project delivery methodologies (design-build, etc.)
- l) Sustainable (LEED) design
- m) Value engineering

#### 4.2. DRAINAGE/STORMWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional drainage/stormwater engineering services related to miscellaneous drainage or stormwater improvements projects, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

- a) Feasibility studies
- b) Master planning
- c) Stormwater modeling
- d) Stormwater system design
- e) Project permitting services
- f) Development of construction cost opinions
- g) Development of construction plans and specifications
- h) Professional services during construction
  - o Construction administration services
  - o Construction observation services

- Completion of project close-out activities including Record Drawings in multiple electronic formats
- i) Alternative project delivery methodologies (design-build, etc.)
- j) Value engineering

#### 4.3. ENVIRONMENTAL TESTING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional environmental testing services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

- a) Phase I Environmental Site Assessments
- b) Phase II/III Environmental Investigations
- c) Site Characterization/Soil and Groundwater Studies and Remediation
- d) Visible Emissions Testing
- e) Remedial Action Planning
- f) Risk Assessments
- g) Brownfield Investigations and Redevelopment
- h) Underground and Above Ground Storage Tank Management
- i) Asbestos Testing, Abatement Design, and Abatement Management
- j) Hazardous Waste Determinations
- k) Radon Testing
- l) Indoor Air Quality
- m) Mold Assessments
- n) Lead-Based Paint Testing and Consulting
- o) Materials corrosion
- p) Dry and wet materials testing
- q) Hazardous materials handling, treatment and/or disposal

#### 4.4. FACILITIES MECHANICAL-ELECTRICAL-PLUMBING (MEP)/STRUCTURAL ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional MEP and structural engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

- a) HVAC system evaluations and renovation designs

- b) Electrical system evaluations and renovation designs
- c) Electrical engineering
- d) Fire protection system evaluation and design
- e) Life safety evaluations
- f) Lighting evaluations and design
- g) Mechanical engineering
- h) Emergency generator evaluations
- i) Security system evaluation and design
- j) Lightning protection system evaluation and design
- k) Arc Flash assessments and remediation design
- l) Facilities plumbing system evaluation and renovation design
- m) Solar energy facilities assessment and design
- n) Structural design and analysis
- o) Structural calculations
- p) Building inspections
- q) Building damage assessment
- r) Building renovation and restoration
- s) Structural engineer of record services
- t) Threshold inspection
- u) Wind and lateral stability analysis
- v) Foundation design
- w) Code compliance reviews
- x) Evaluation of existing roofing systems and reroof design
- y) value engineering

#### 4.5. GEOTECHNICAL ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional geotechnical engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

- a) Soil mapping and classification
- b) Subsurface explorations/geophysical surveys

- c) Soil and materials testing services
- d) Settlement analyses
- e) Sinkhole evaluations
  - o Risk assessments
  - o Remediation Design
- f) Geotechnical evaluation/design recommendations
  - o Shallow and deep foundations
  - o Pile foundations
  - o Retaining walls
  - o Slabs on grade
  - o Roadways and bridges
  - o Dams
  - o Utility pipelines
    - Open cut excavations
    - Horizontal directional drills
    - Jack and bore crossings
  - o Stormwater Ponds
  - o Value engineering

#### 4.6. HYDROGEOLOGICAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional hydrogeological services related to miscellaneous projects related to the City's existing Aquifer Storage and Recovery (ASR) well program, as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

- a) Soil mapping and classification
- b) Subsurface explorations/geophysical surveys
- c) Soil and materials testing services
- d) Settlement analyses
- e) Sinkhole evaluations
- f) Injection well design, permitting and construction administration/management
- g) ASR system planning, permitting, design and construction

#### 4.7. LANDSCAPE ARCHITECTURAL SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional landscape architectural services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

- a) Landscape master planning
- b) Urban design
- c) Sustainable site design
- d) Parks and playground planning and design
- e) Streetscape design
- f) Courtyard design
- g) Landscape graphic designs/3D sketches
- h) Bikeways, greenways and multi-use trails planning and design
- i) Landscape architecture design for project enhancement
- j) Land use and comprehensive planning assistance
- k) Plantings for mitigation purposes
- l) Plantings and landforms for screening/buffering of projects from residential areas
- m) Unit paver design, permeable pavers, decorative concrete pavements

#### 4.8. LAND SURVEYING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional land surveying services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

- a) Topographic surveys
- b) Boundary surveys
- c) Horizontal and vertical control surveys
  - o Geodetic control/leveling
  - o Aerial photography/LIDAR control
- d) Elevation certificates
- e) Platting for subdivisions and condominium complexes
- f) Right-of-way surveys
- g) Mean high water surveys

- h) Subsurface utility location surveys
- i) Hydrographic/Bathymetric surveys
- j) Construction stakeout
- k) Jurisdictional surveys
- l) Special purpose surveys
- m) Ground penetrating radar surveys
- n) Legal descriptions
- o) Easement preparation
- p) Earthwork surveys and volume calculations

#### 4.9. MARINE-COASTAL ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional marine-coastal engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

- a) Coastal engineering analysis
- b) Marine/Coastal structure permitting
- c) Marine/coastal structures inspection and evaluation
- d) Shoreline protection/mitigation planning and design
- e) Commercial pier and dock planning and design
- f) Marina planning and design
- g) Boardwalk planning and design
- h) Local, State, and Federal Dredge Design and Permitting
- i) Beach Nourishment Permitting and Monitoring
- j) Dredge Materials Disposal and Consulting Services
- k) Coastal Construction Contract Administration
- l) Shorefront Protection Design, including seawalls, bulkheads, and soft solutions
- m) Value engineering

#### 4.10. TRANSPORTATION-TRAFFIC ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional transportation-traffic engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to

the following:

- a) Traffic analysis and planning
- b) Transportation planning
- c) Regional master planning
- d) Computer modeling of traffic/trip generation data
- e) Traffic impact analysis
- f) Roadway engineering
- g) Pavement evaluations
- h) Signalization design
- i) Corridor studies
- j) Traffic calming plans
- k) Parking needs analysis
- l) Intersection analysis
- m) Site distance analysis
- n) Circulation analysis
- o) Traffic control plans
- p) Geometric design
- q) Site design for traffic flow
- r) Professional services during construction
  - o Construction administration services
  - o Construction observation services
  - o Preparation of project Record Drawings
- s) Alternative project delivery methodologies (design-build, etc.)
- t) Value engineering

#### 4.11. WATER/WASTEWATER ENGINEERING SERVICES CONTRACT

The general scope of work to be provided to accomplish the CITY's objective includes a broad range of professional water/wastewater engineering services related to miscellaneous projects as may be designated by the CITY. The types of assignments that may be required during the duration of this Contract include but are not necessarily limited to the following:

- a) Regulatory permitting and compliance assistance

- b) Water supply evaluation, planning, permitting, and design
- c) Water transmission/distribution system modeling, planning and design
- d) Water/wastewater treatment plant operations evaluation, and design
- e) Wastewater collection/transmission system evaluation, planning, and design
- f) Wastewater effluent/reclaimed water distribution and disposal system evaluation, planning, and design
- g) Water/wastewater/reclaimed water SCADA and instrumentation system planning and design
- h) Water/wastewater/reclaimed water electrical, emergency power and emergency pumping system planning and design
  
- i) Professional services during construction
  - a. Construction administration services
  - b. Construction observation services
  - c. Completion of project close-out activities including Record Drawings in multiple electronic formats
  
- j) Alternative project delivery methodologies (design-build, etc.)
  
- k) Value engineering



# **Forms Sections**

Part I – Required Forms

Part II – Samples, Examples, and Helps

## **Part I Forms – Required Forms**

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

### **Form# 1 – Response Form (2 pages)**

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

### **Form# 1A – Non-submittal**

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

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

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

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

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

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

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

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

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

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

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

**Form# 9 – Reference Survey (1 page)**

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

1. Complete “Section 1” prior to providing form #9 to references. This is the reference’s information **not** the proposer’s information.
2. In the “Subject” block enter the name of the project the Proposer completed for that reference.

3. Section 2 is the name of the proposer.
4. The reference should complete Section 3 and return directly to the City of Bradenton.
5. Form#9 should not be returned by Proposer. A minimum of 3 reference responses must be returned no later than 7 calendars days after opening date. **Failure to obtain reference surveys may make your company non-responsive.**
6. Section 4 is for the reference to print and sign name.

**Form# 10 – RFP Label (1 page)**

Self explanatory. Required Form.

**City of Bradenton  
RFP Response Form**

Company Name: \_\_\_\_\_

Date Submitted \_\_\_\_\_

PROJECT IDENTIFICATION: RFP# \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

NAME & TITLE:  
(TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL) \_\_\_\_\_

CORPORATE OR MAILING \_\_\_\_\_

ADDRESS:  SAME AS PHYSICAL \_\_\_\_\_

**ADDRESS MUST MATCH SUNBIZ** \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

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

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

*City of Bradenton, Bradenton, Florida*

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

Tax Payer Identification Number: \_\_\_\_\_

(1) Employer Identification Number **-Or-** (2) Social Security Number:

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

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

Where Proposer is a Corporation, add:

Authorized Proposer:

\_\_\_\_\_  
Company Name: (Name printed or typed)

\_\_\_\_\_  
Proposer: (Name printed or typed)

(Seal)

\_\_\_\_\_  
Authorized Signature and Proposer Title

\_\_\_\_\_  
Attest:

\_\_\_\_\_  
Secretary

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. Please refer to website: [www.sunbiz.org](http://www.sunbiz.org)

Bidder/Proposers Name \_\_\_\_\_

**STATEMENT OF NO RESPONSE**

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

**City of Bradenton Purchasing Division  
1300 6th Street West  
Bradenton FL 34205 |**

**This form may be emailed to [purchasing@cityofbradenton.com](mailto:purchasing@cityofbradenton.com)**

Failure to respond, either by submitting a bid or proposal, or by submitting this "Statement of No Response" form eliminates your firm for being able to participate in the protest of this bid or proposal in accordance with the **City of Bradenton Code of Ordinance 2-237.**

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

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

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

SIGNATURE/TITLE \_\_\_\_\_

DATE \_\_\_\_\_

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

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

**WHO MUST FILE THIS STATEMENT**

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

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

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	Name	Position
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include: _____		
b. The realty, goods and/or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? <input type="checkbox"/> Yes <input type="checkbox"/> No if so, how often? _____		
6. Additional comments:		
7. Signature	Date Signed	Date Filed
<b><u>FILING INSTRUCTIONS</u></b>		
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.		
<b>NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.</b>		

Form# 3 – Non-collusive Affidavit

**NON-COLLUSIVE AFFIDAVIT**  
**(Prime Contractor/Vendor)**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that they are

\_\_\_\_\_, the party making the fore-going solicitation  
*(Partner or officer of the firm, etc.)*

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

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

\_\_\_\_\_  
*(Company Name)*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by

\_\_\_\_\_ *(name and title of corporate officer)* of \_\_\_\_\_

*(name of corporation)*, a \_\_\_\_\_ *(state or place of incorporation)* corporation, on behalf of the

corporation. He/she is personally known to me or has produced \_\_\_\_\_ *(type of identification)* as

identification.

\_\_\_\_\_  
*(Signature line for notary public)*

\_\_\_\_\_  
*(Name of notary typed, printed or stamped)*

\_\_\_\_\_  
*(Title or rank)*

My commission expires:

\_\_\_\_\_

*(Serial number, if any)*



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

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

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

by \_\_\_\_\_  
*(Print individual's name and title)*

for \_\_\_\_\_  
*(Print name of entity submitting sworn statement)*

whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

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

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

6. **Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (Please indicate which statement applies.)**

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_  
*(Name of individual signing)*  
who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM**

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

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

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

Page Number:  of

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

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

Respondent Name: _____		
Respondent's Authorized Representative Name and Title: _____		
_____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone Number: _____	Respondent FEIN: _____	
Email Address: _____		

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

**Certification:**

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

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Authorized Signature: _____
Print Name and Title: _____

**Proposer References**

Name of Company Submitting bid: \_\_\_\_\_

**References**

Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	
Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	
Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	
Contact Person & Title:	_____	_____
Email Address	_____	Phone No. _____
Company Name:	_____	Fax No. _____
Mailing Address:	_____	
City:	_____	State: _____ Zip: _____
Type of commercial work contracted:	_____	

**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.**

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

**Section 1** RFP# \_\_\_\_\_

<b>FROM:</b>		<b>TO:</b>	
<b>COMPANY:</b>		<b>DATE:</b>	
<b>PHONE #:</b>		<b>TOTAL # PAGES:</b>	1
<b>FAX #:</b>		<b>PHONE #:</b>	941-714-7105
<b>EMAIL:</b>		<b>EMAIL:</b>	tammy.winton-spearman@bradentonfl.gov

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

**Additional Details:** \_\_\_\_\_  
 You as an individual or Your company has been given to us as a point of contact for a reference on a project completed for you (identified above). Description of City of Bradenton project:

**Section 2** Company you are providing a reference for: \_\_\_\_\_

<b>Section 3</b>	<b>Indicate:</b>	<b>“YES” OR “NO”</b>
1. Was the scope of work performed similar in nature?		
2. Did this company have the proper resources and personnel by which to get the job done?		
3. Were any problems encountered with the company’s work performance?		
4. Were any change orders or contract amendments issued, other than owner initiated?		
5. Was the job completed on time?		
6. Was the job completed within budget?		
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
8. If the opportunity were to present itself, would you rehire this company?		

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

**PLEASE COMPLETE AND RETURN TO THE ATTENTION OF:**

**EMAIL:**

\_\_\_\_\_  
**Reference Print Name**

**Section 4**

**Please do not submit  
 City of Bradenton Employees  
 as references.**

\_\_\_\_\_  
**Reference Signature:**

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

<b>Request for Proposal • DO NOT OPEN</b>	
SEALED RFP NO.:	_____
RFP TITLE:	_____
DUE DATE/TIME:	Prior to: _____
	_____
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
E-mail Address	Contact phone #
<b>DELIVER TO:</b>	<b>City of Bradenton</b>
	<b>Purchasing Division</b>
	<b>101 Old Main Street</b>
	<b>Bradenton FL 34205</b>



**PLEASE PRINT CLEARLY**



**Part II – Samples, Examples, and Helps**

**Form# 19 – RFP Withdrawal Request**

Self explanatory.

**Sample# 1 – Sunbiz.com Registration**

Self explanatory.

**Sample# 2 – Proposer Checklist**

Self explanatory.

**RFP WITHDRAWAL REQUEST**

Date: \_\_\_\_\_

**RFP Number and Title:**

I \_\_\_\_\_, an authorized signer for  
**Print Authorized Signer's Name Here**

\_\_\_\_\_  
**Print Contract/Vendor's Name Here**

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

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

\_\_\_\_\_  
**Authorized Signature**

## **Detail by Entity Name**

### **Florida Profit Corporation**

Bill's Widget Corporation

### **Filing Information**

**Document Number** 655555  
**FEI/EIN Number** 5111111111  
**Date Filed** 09/22/1980  
**State** FL  
**Status** ACTIVE  
**Last Event** AMENDED AND RESTATED ARTICLES  
**Event Date Filed** 07/25/2006  
**Event Effective Date** NONE

### **Principal Address**

555 N Main Street  
Your Town, USA 99999

Changed 02/11/2012

### **Mailing Address**

555 N Main Street  
MYour Town, USA 99999

Changed 02/11/2012

### **Registered Agent Name & Address**

My Registered Agent  
111 Registration Road  
Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

### **Officer/Director Detail**

#### **Name & Address**

Title P

President, First  
555 AVENUE  
Anytown, USA 99999

Title V

President, Second  
555 AVENUE  
Anytown, USA 99999

**Contractor/vendor Checklist.**

Below is a checklist to help you remember everything your company needs to complete this solicitation. This checklist is only a guide. The proposer is still responsible for meeting any requirements that may be omitted on this list, whether by accident or design. All items on this list **may not** be applicable.

QUESTIONS	CHECK MARK- CONFIRMATION
Has the delivery date, time, and address been noted?	<input type="checkbox"/>
Have you checked your proposal for proper organization, tabs are correct?	<input type="checkbox"/>
If service, product, commodity, or equipment deviates from the specifications or scope of work, have you listed the deviations and page number where they are located?	<input type="checkbox"/>
Are you in compliance with the page limitations?	<input type="checkbox"/>
Confirmation of one original and five copies of proposal (include electronic copy) and that they are labeled as such.	<input type="checkbox"/>
Have you made sure your corporate address matches your Sunbiz information?	<input type="checkbox"/>
Disclosure of confidential & proprietary information not subject to public disclosure and specific reference to state statute authorizing said exemption	<input type="checkbox"/>
If descriptive literature has been requested, has it been attached to the RFP proposal?	<input type="checkbox"/>
Has the RFP been signed, including the executive summary letter?	<input type="checkbox"/>
Confirmation of providing special documentation requested specific to project	<input type="checkbox"/>
Are you registered on DemandStar to received addendums?	<input type="checkbox"/>
Form #1 - Has the RFP been completely filled out <i>on</i> the RFP form?	<input type="checkbox"/>
Confirmation of receipt of all addenda, as applies (See form #1)	<input type="checkbox"/>
Form #2- Competitive Bid (This is a mandatory State Form)	<input type="checkbox"/>
Form #3 - Non collusive affidavit	<input type="checkbox"/>
Form #4 - Sworn statement public entity crimes	<input type="checkbox"/>
Form #4A - Have you completed form #4A or an equal spreadsheet?	<input type="checkbox"/>
Form #5 - Confirmation of drug free policy	<input type="checkbox"/>
Form #5A - Scrutinized Companies Certification (This is a mandatory State form)	<input type="checkbox"/>
Form #20-23 Diversity Procurement Program forms	<input type="checkbox"/>
Form #8 - Contractor/Vendor References	<input type="checkbox"/>
Form #9 - Has all your references been sent a form #9 to return to the City?	<input type="checkbox"/>
Form #10 - Have you completed the requested identification data on the front of the RFP envelope (see form #10) and the RFP form page of the RFP documents?	<input type="checkbox"/>
Florida Office of Supplier Diversity Certificates for MBE and WBE	<input type="checkbox"/>
Sample #1 - Copy: company state registration certificate authorized to do business in Florida (Sunbiz.com)	<input type="checkbox"/>
Have all areas of the RFP forms and related documents been signed off by an authorized agent of the company and / or witnessed/ notarized where applicable?	<input type="checkbox"/>
Has the RFP been submitted in a sealed envelope/box?	<input type="checkbox"/>

**City of Bradenton  
Survey Form (optional)**

Solicitation #: \_\_\_\_\_ Title: \_\_\_\_\_

1. How did you hear about this solicitation? (circle all that apply)
  - a. E-gov (City Email System)
  - b. Florida Purchasing Group (Bidnet)
  - c. DemandStar (Onvia)
  - d. Newspaper Advertisement
  - e. Other: Please Specify: \_\_\_\_\_
  
2. How did you receive the solicitation package? (circle all that apply)
  - a. Florida Purchasing Group (Bidnet)
  - b. DemandStar (Onvia)
  - c. It was emailed to me.
  - d. I stopped by the Purchasing Division and picked up a copy.
  - e. Other: Please Specify: \_\_\_\_\_
  
3. How easy was the solicitation package to understand?
  - a. Very easy to understand.
  - b. Somewhat easy to understand.
  - c. About average.
  - d. Somewhat difficult.
  - e. Very difficult.
  
4. How would you rate the Purchasing Divisions Service in comparison to other City services?
  - a. Much higher.
  - b. Somewhat higher.
  - c. Same
  - d. Somewhat lower.
  - e. Much lower.

5. How satisfied are you with the following:

<b>Items</b>	<b>Very Unsatisfied</b>	<b>Unsatisfied</b>	<b>Neutral</b>	<b>Satisfied</b>	<b>Very Satisfied</b>
Vendor Service Experience					
Timely Communications					
Professionalism					
Knowledge					
Quality of Service					
Understanding of Vendors needs					
Overall experience					

6. Please help us to improve our solicitation process. What did you like best about your experience with the City of Bradenton solicitation?

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

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

9. If yes, please provide:  
a. Company Name: \_\_\_\_\_  
b. Contact Name: \_\_\_\_\_  
c. Phone Number: \_\_\_\_\_  
d. Email: \_\_\_\_\_

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

City of Bradenton  
Attn: Purchasing Survey  
101 Old Main Street  
Bradenton FL 34205