



REQUEST FOR QUALIFICATIONS

RFQ 23-013: Engineering and Related Services for Septic to Sewer Improvements Project (WG106 SLFRF)

COMMODITY CODES: 92535, 92580, 92555, 92517, 92546, 92597

JAMEE COOK, PURCHASING AGENT

368 SOUTH COMMERCE AVENUE

SEBRING, FL 33870

Email: purchasing@mysebring.com

RFQ 23-013

Engineering and Related Services for Septic to Sewer Improvements Project

COMMODITY CODES: 92535, 92580, 92555, 92517, 92546, 92597

The City of Sebring, Florida is requesting qualifications from qualified individuals or engineering firms to provide engineering and related services for its George Boulevard to Red Beach Lake Septic to Sewer Improvements Project. The project involves expansion of the City's wastewater collection system, connection of sewer services to the new collection system, and abandonment of septic tanks.

The City has been awarded State of Florida Wastewater Grant WG106 SLFRF; therefore, procurement and contracting will follow Florida Wastewater Grant requirements.

Engineering and related services for this project will include engineering design, permitting, bidding, construction administration, periodic construction observation services, project management and other related services.

Specifications & General Terms and Conditions may be obtained at **VendorRegistry.com**. Any questions regarding the specifications, terms and conditions, and/or the RFQ process should be submitted to **purchasing@mysebring.com**.

Sealed qualifications proposals must be marked with the RFQ number and delivered to the **City of Sebring Purchasing Office Attn: Jamee Cook, Purchasing Agent, 368 S. Commerce Ave., Sebring, FL 33870** so as to reach the said office no later than **3:00 p.m., Thursday, August 17, 2023**, of the official time clock in the purchasing office, at which time they will be opened. Qualifications proposals received later than the date and time specified will be rejected. The City will not be responsible for the late delivery of any qualifications proposals that are incorrectly addressed, delivered in person, by mail, or any other type of delivery service. The Sebring City Council reserves the right to accept or reject any or all qualifications proposals or any parts thereof; and the award; if an award is made, will be made to the most responsible firm with the best qualifications proposal whose proposal and qualifications indicate that the award will be in the best interest of the City of Sebring. The council reserves the right to waive irregularities in the RFQ responses.

Fair Housing / Equal Opportunity Employer

Jamee Cook, Purchasing Agent

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Publication: Tampa Bay Times (July 19, 2023)

SECTION 1 – PURPOSE OF PROJECT

The City of Sebring is requesting qualifications proposals from qualified individuals or engineering firms to provide engineering and related services for its George Boulevard to Red Beach Septic to Sewer Improvements Project. The project involves expansion of the City's wastewater collection system, connection of sewer services to the new collection system, and abandonment of septic tanks.

The City has been awarded State of Florida Wastewater Grant WG106 SLFRF; therefore, procurement and contracting will follow Florida Wastewater Grant requirements.

Engineering and related services for this project will include engineering design, permitting, bidding, construction administration, periodic construction observation services, project management and other related services.

To ensure compliance with Chapter 287.055, Florida Statutes proposers are **not to include pricing within the submittals**. Once the City's ranking committee establishes the most qualified individual or firm, the City will negotiate the price and profit with the selected individual or firm.

SECTION 2 – PROPOSAL REQUIREMENTS

Proposers shall submit one (1) signed original and three (3) complete copies of the package. One (1) digital/electronic copy will be submitted on a CD-ROM or other electronic media in Adobe Acrobat PDF readable format replicating the content of the paper version of the submission. The digital copy will be an exact duplicate of the paper response submitted. All submissions shall be sealed and delivered to the City of Sebring, Purchasing Department, 368 S. Commerce Avenue, Sebring, Florida 33870 no later than the official RFQ due date and time, or as amended by addenda to the RFQ. Qualifications proposals must be clear, concise, and specific. To facilitate effective evaluation by the City, qualifications proposals shall be limited to 30 pages, excluding sectional dividers, and front and back covers. Qualifications proposals which exceed this length will be considered non-responsive and will not be evaluated. The following information shall be submitted in all responses in the format as specified herein. Failure to submit the requested information in this format may result in a reduction of the evaluation points assigned to your proposal and possibly rejection of the entire submittal.

COVER LETTER/LETTER OF INTEREST

Letter of interest including reference to this solicitation. (1 page maximum)

SECTION A

Knowledge of State and Federal regulations and requirements governing the Florida Wastewater Grant Program and other similar grant programs. (2 pages maximum)

SECTION B

Experience with Florida Wastewater Grant funded projects and other similar grant programs. (2 pages maximum)

SECTION C

Management and staffing, organizational charts, resumes, etc. The Proposer is encouraged to provide

information about their firm and any proposed sub-contractors. (10 pages maximum)

SECTION D

Knowledge/Previously awarded projects for City of Sebring’s utility systems and ability to become quickly familiar with local conditions (2 pages maximum)

SECTION E

Ability to meet matters set forth in FS 287.055 4(b) (2 page maximum)

SECTION F

Experience with municipal engineering projects. (6 pages maximum)

SECTION G

Approach to task. (2 pages maximum)

FORMS AND OTHER DOCUMENTS

Forms (attached)

Non-Collusion Affidavit of Prime Proposer Certification, Drug-Free Workplace Certification, Insurance Certification, Indemnification, and Public Entities Crime Statement. In addition, provide respondent’s licenses (if applicable), W9, insurance certificates, and MBE/WBE certificate (if applicable). MBE/WBE Certification will not be considered if a copy of the official certificate is not included.

Fee Schedule: Not applicable to this solicitation’s response.

Per Chapter 287.055 Florida Statutes (Consultants Competitive Negotiation Act), no fee, fee schedule, or price are to be provided with the qualifications proposal. The City will negotiate the fee including profit with the Proposer determined by the ranking committee to be most qualified.

SECTION 3 – EVALUATION CRITERIA

Proposals for Engineering services will be evaluated by a selection committee.

The City shall be the sole judge of the best interests of the City, the submission and the resulting negotiated agreement.

EVALUATION	SCORE	MAX. POINTS
<u>Knowledge</u> of State and Federal regulation and requirements governing the Florida Wastewater Grant Program and other similar grant programs (2 pages max):		20
<u>Experience</u> with Florida Wastewater Grant funded projects and other similar grant programs (2 pages max):		20
Management and staffing, organizational charts, resumes, etc. (10 pages max):		20

Knowledge/Previously awarded projects for City of Sebring’s utility systems and ability to become quickly familiar with local conditions (2 pages max):		10
The matters of the items set forth FS 287.055 4(b) (2 page max):		10
Experience with municipal engineering projects (6 pages max):		10
Approach to task (2 pages max):		10
Certification forms (no point value)		
TOTAL SCORE		

SELECTION PROCESS

The evaluation committee will be comprised of three (3) City of Sebring staff members and will be responsible for evaluating and ranking the qualifications proposals submitted by all of the respondents regarding this RFQ in accordance with the criteria contained in this RFQ. The evaluation committee will evaluate the qualifications proposals and may require some or all of the respondents to provide additional information at a later date in the form of an interview/presentation. The evaluation committee will make its recommendation to City Council for award and execution of a contract. The City of Sebring reserves the right to reject any and all responses, or portions thereof, received as a result of this request, as may be deemed to be in the best interest of City of Sebring. The City of Sebring further retains the right to waive any irregularities of any submission. The City shall make its selection in accordance with Florida laws and the Sebring Code.

CONTRACT AWARDS

The City anticipates awarding one individual or firm for this RFQ solicitation. Any contracts, if awarded pursuant to this RFQ, shall be subject to the limitations and restrictions described therein. The proposer understands that this RFQ does not constitute an agreement or a contract with the City. An official contract or agreement is not binding until the submission is reviewed and accepted by the City Council and executed by all parties.

ANTICIPATED TIMELINE

Proposals due:	August 17, 2023 @ 3:00 p.m.
Evaluation and ranking of firms:	August 21, 2023
Interviews/Presentations (if necessary):	TBD
Approval by City Council:	TBD

SECTION 3–ADDITIONAL TERMS AND CONDITIONS

1) Information or Clarification

Qualifications proposers are urged to promptly review the Solicitation Definitions Addendum as well as the requirements of all solicitation specifications and submit questions to the Purchasing Agent at

purchasing@mysebring.com for resolutions as early as possible during the RFQ period. All questions will be answered up to three (3) business days prior to the opening of the proposals and posted on the official solicitation website, VendorRegistry.com. Otherwise, this will be construed as acceptance by the qualifications proposers that the intent of the specifications is clear and that competitive responses may be obtained as specified herein. Protests with regard to specification documents shall not be considered after qualifications proposals are opened.

2) Development Costs

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this solicitation. Respondents should prepare their submittals simply and economically, providing a straightforward and concise description of the respondent's ability to meet the requirements of the solicitation.

3) Solicitation Response

All responses shall become the property of the City of Sebring. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any response, to reject any and all responses, in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

4) Equal Opportunity

The City recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women business enterprises.

5) Public Records Requirement

The Architect or Engineer is required to keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service sought herein. Each Architectural or Engineering firm the City contracts with is required to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Ch. 119.07 et seq, Fla. Stat. or as otherwise provided by law. The Architectural or Engineering firm the City contracts with must ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contracted firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE ARCHITECT OR ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT OR ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-471-5100, 368 S. Commerce Ave., Sebring FL 33870, or kathyhaley@mysebring.com.

6) Legal Requirements

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the item(s) covered herein are applicable to this solicitation, which may include the City Legal Provisions Addendum. Lack of knowledge by the respondent will in no way be cause for relief from responsibility.

SECTION 4 - GENERAL TERMS AND CONDITIONS (Rev 5/2022)

Successful qualifications proposers shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the services and the protection of persons and property, including but not limited to those found in the City Legal Provision Addendum, made part hereto by reference.

ACCEPTANCE AND WARRANTY: Neither the final certificate of payment nor any provision in this document, or partial or complete use of the project by the City shall constitute an acceptance of work not done in accordance with the contract document or relieve the Architect or Engineer of liability in respect to any expressed or implied warranties or responsibilities for faulty material or workmanship. Architect or Engineer shall remedy any defects and pay for any damages resulting there from which appear within a period of one year after final acceptance of the work unless otherwise stated in the specifications herein.

ADDENDUMS: If it becomes necessary to revise or amend any part of this document, an addendum will be issued and will be posted on VendorRegistry.com. **It shall be the sole responsibility of the qualifications proposers to check the website to ensure that all available information has been received prior to submitting qualifications proposals.**

ADDITIONAL WORK: Not applicable to this solicitation.

ASSIGNMENT: Awarded Firms shall not assign this contract, in whole or in part, or any monies due hereunder, without the written consent of the City.

BONDING: Not applicable to this solicitation.

CHANGE ORDERS: The signed contract serves to define the terms and conditions for the services, work or project as described in the RFQ and contract documents. A Change Order shall be considered a written order to the Architect or Engineer signed by the City, after execution of the contract, authorizing a change in the work or an adjustment in the contract price or the contract time.

CITY EMPLOYEES AND FAMILY MEMBERS are eligible to submit a qualifications proposal for this contract, but in doing so they must file Form 3A "Interest in Competitive Bid for Public Business" with the Highlands County Supervisor of Elections and submit a copy of the form with their submittal. Under Florida Statute 112.313 this includes "...public officers and employees, their spouses, and their children..."

CONTACT INFORMATION: Jamee Cook, Purchasing Agent, purchasing@mysebring.com. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City Purchasing Department and posted on VendorRegistry.com. **Any oral or other type of communication concerning this document shall not be binding.**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the City posting the notice of staff recommendation, excluding Saturdays, Sundays, and state holidays, any employee or official of the City

concerning any aspect of this solicitation, except in writing to the purchasing agent or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

COPYRIGHTS:

1) If awarded a contract, the Architect or Engineer agrees that the work requested herein is “work for hire” and shall irrevocably transfer, assign, set over, and convey to the City all right, title, and interest, including sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the contract. The Architect or Engineer further agrees to execute such documents as the City may request to effect such transfer or assignment.

2) Further, the Architect or Engineer agrees that the rights granted to the City by this section are irrevocable. Notwithstanding anything else in this invitation, the Architect or Engineer’s remedy in the event of termination of or dispute over any agreement entered into as a result of this invitation shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred in this section. Similarly, no termination of any agreement entered into as a result of this invitation shall have the effect of rescinding, terminating, or otherwise invalidating the rights acquired pursuant to the provisions of this “Copyright” section.

3) The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as part of any agreement entered into as a result of this invitation is prohibited unless the City approves the use of subcontractors or third parties in writing in advance and such subcontractors or third parties agree to include the provision of this section as part of any contract they enter into with the Architect or Engineer for work related to this contract.

4) If anything included in a deliverable limit the rights of the City to use the information for its own internal use, the deliverable shall be considered defective and not acceptable.

DEFAULT: In any action brought by either party for the interpretation or enforcement of obligations of either party, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees, court and other costs from the non-prevailing party, whether incurred before or at trial, on appeal, in bankruptcy, or in post judgment collections.

DOCUMENT DEEMED AS A CONTRACT: In the event that the Sebring City Council awards the project described herein to an Architect or Engineer (s), and/or a purchase order is processed then this document shall become a legally binding contract unless a separate document is drawn up by the City Attorney in which case the Attorney’s contract is primary and this document is secondary.

DUE CARE AND DILIGENCE has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the City nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

EARLY TERMINATION: City may, by written notice, terminate the contract in whole or in part at any time, either for City’s convenience or because of failure of Architect or Engineer to perform any material provision or portion of the services or project, including a failure to pay vendors, suppliers, or sub-subcontractors as required and failure to undertake adequate safety measures during the performance of the services or project. Upon receipt of such notice, services shall be immediately discontinued

(unless the notice directs otherwise) and all materials as may have been accumulated in performance of the contract, whether completed or in process, shall be delivered to City. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services. If the termination is due to failure to fulfill the Architect or Engineer's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Architect or Engineer shall be liable to the City for any additional cost occasioned to the City thereby. If, after notice of termination for failure to fulfill contract obligations, it is determined that Architect or Engineer had not failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as described in the first sentence of this paragraph.

EQUIPMENT: Architect or Engineer will provide, at Architect or Engineer's expense, all machinery, equipment, tools, superintendence, labor, insurance, and all other accessories necessary to provide the product(s) or service(s) in accordance with the description of the work described herein.

INDEPENDENT CONTRACTOR: The parties expressly recognize that the relationship between the City and the Architect or Engineer is that of independent contractors, and that neither the Architect or Engineer nor any of its servants, agents, or employees shall ever be considered as an agent, servant, or employee of the City.

INSPECTION & CORRECTION OF WORK: All work done by the awarded Architect or Engineer will be monitored by an authorized designated City employee. An Architect or Engineer shall notify the designated person of completion of each cycle within twenty-four hours of such completion. The designated contact person will then inspect the work and if they find it has not been done satisfactorily, said work shall be promptly corrected by the Architect or Engineer at the Architect or Engineer's expense.

INSURANCE REQUIREMENTS: Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods and services:

Architect or Engineer, upon its part, agrees to protect, indemnify, save harmless, and insure the City from any liability to any persons for injuries to the person, including homicide, or damage to property, resulting from the acts or omissions of the Architect or Engineer for performing its obligations under this contract. The parties expressly recognize that the relationship between the City and the Architect or Engineer is that of independent contractors, and that neither Architect or Engineer, nor any of its servants, agents, or employees shall ever be considered to be an agent, servant, or employee of the City. Architect or Engineer shall obtain and maintain, at Architect or Engineer's expense, the following insurance and shall not commence work hereunder until such insurance is obtained and approved by the City:

1) The respondent shall purchase and maintain Errors and Omissions insurance with minimum limits of \$2,000,000 per occurrence. If a claims-made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

2) The respondent shall maintain, during the life of the contract, commercial general liability insurance in the amount of at least \$1,000,000 combined single limit. If such CGL contains a general aggregate limit, it shall apply separately to this project in the amount of \$2,000,000. CGL insurance shall include broad form contractual liability insurance and coverage for independent contractors, bodily injury, property damage liability for premises, products, and completed operations, and personal injury.

3) The respondent shall maintain, during the life of the contract, comprehensive automobile liability insurance in the amounts of \$500,000 combined single limit for bodily injury and property damage to protect the respondent from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the respondent or by anyone directly or indirectly employed by the respondent.

4) Worker's Compensation coverage is to apply to all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

5) Umbrella or Excess Liability Insurance of at least \$5,000,000 per occurrence.

Evidence of Insurance shall be furnished by the vendor to the City of Sebring. Certificates of insurance are to be signed by a person authorized by the insurer to bind coverage on its behalf. The City of Sebring is to be specifically included as additional insured on all policies except workers' compensation and Errors and Omissions insurance. If the vendor is exempt from workers' compensation requirements they are to submit a DWC-252 Certificate of Exemption Form. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued 30-days prior to the expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Sebring before the commencement of work activities.

LICENSING: If required, qualifications proposers shall be fully licensed in the State of Florida and shall comply with all applicable laws, regulations, rules, and ordinances of local, state, and federal authorities having jurisdiction. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response. Proof of all relevant licenses is required as part of your submittal.

LIQUIDATED DAMAGES: Not applicable to this solicitation.

LOCAL PREFERENCE: Not applicable to this solicitation.

MULTIPLE RESPONSES: If submitting a response for more than one solicitation, each response must be in a separate envelope and correctly marked.

NOTICES: All notices provided under or pursuant to this contract shall be in writing, either by hand delivery, email, or first class certified mail – return receipt requested.

PAYMENTS: All payments must be approved by Sebring City Council, which meets the first and third Tuesday of each month. To be considered for payment at any meeting, the invoice must be received and be fully approved by City personnel one week prior to a City Council meeting.

PERFORMANCE & WORKMANSHIP: Architect or Engineer shall, in good workmanlike manner, perform all services pursuant to the specifications. Should the Architect or Engineer fail to provide prudent and competent professional service, the City may notify the Architect or Engineer in writing stating the City's intention to terminate the contract and stating the reasons therefore. Unless Architect or Engineer remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Architect or Engineer, this contract may be terminated by the City. In the event of such termination, the City may take over and complete the work at the expense of the Architect or Engineer. The Architect or Engineer shall be liable to the City for any excess costs the City incurs.

PRE-BID MEETING: Not applicable to this solicitation.

PRICE: In compliance with Chapter 287.055, Florida Statutes, price shall not be included as an evaluated criterion for this solicitation. The City will negotiate price with the firm determined to be most qualified per evaluation of its qualifications proposal. Any payments made by the City would be based on a contractual agreement resulting from this solicitation, ranking and subsequent negotiation of price.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted herein and the contract shall be read and enforced as though it were included, and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

PURCHASING AGREEMENT WITH OTHER PUBLIC AGENCIES: Not applicable to this solicitation.

PURCHASE CARDS: When accepted by the vendor, transactions totaling \$5,000.00 or less may be paid by purchase card. Purchase cards can be used as an alternate form of payment for contracted services which are a result of the competitive selection process. The Architect or Engineer shall not charge a convenience fee or surcharge to the City for transactions paid by purchase card.

PURCHASE ORDERS are required by the City of Sebring when a contract/agreement is established as a result of the competitive RFQ process. Once the contract/agreement is in effect, it will be the responsibility of the department to submit a request for a purchase order. The purchasing office will generate the purchase order, which is then emailed to the vendor at the email address provided by the vendor, as well as the department initiating the request.

RENEWAL: Not applicable to this solicitation.

RESTRICTIONS: Time restrictions are not permissible. Qualifications proposals offered which include such restrictions will be rejected. Any variations from this specification shall be indicated on the qualifications proposal and explained in detail on a separate attachment to the proposal.

RESPONSES/QUALIFICATIONS PROPOSALS are due and must be received in accordance with the instructions given in the announcement page. Responses/qualifications proposals received later than the time designated will be deemed as non-responsive and will not be considered. Responses/qualifications proposals must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.

STATEMENT OF INDEMNIFICATION – The Architect/Engineer hereby acknowledges and confirms that the contract price includes the consideration for this indemnification / hold harmless. The Architect/Engineer shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, (including economic losses), costs, including attorney fees and all costs of litigation, and judgments of every name and description arising out of, or incidental to the performance of this contract, unless caused by the sole negligence of the City, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney fees (including appellate, bankruptcy, or patent council fees), incurred by the City to enforce this agreement shall be borne by the Architect or Engineer. This indemnification shall also cover all claims brought against the City, its elected officials, employees, agents, or volunteers by any employee of the Architect or Engineer, any subcontractor, or anyone directly or indirectly employed by any of them. The Architect or Engineer’s obligation under this article shall be limited to \$10,000,000 and shall not be limited in any way to the agreed upon contract price as shown in this contract or the Architect or Engineer’s limit of all services, obligations, and duties provided for in this contract, or in the event of termination of this contract for any reason, the terms and conditions of this article shall survive indefinitely.

SUBCONTRACTOR: If subcontracting has been agreed upon by the parties herein and made a part of the terms of this contract, the Architect or Engineer shall be responsible for monitoring all subcontractors to make sure all conditions of the contract are being executed. Furthermore, the City has the right to refuse subcontractors work on the project.

TERM: Until completed.

TERMINATION: Should Architect or Engineer violate any provision in this document, City may notify Architect or Engineer, in writing, stating the City’s intention to terminate the contract and stating the reasons thereof. Unless Architect or Engineer remedies such default or has made satisfactory arrangements with the City for such remedy within five (5) business days after service of said notice upon Architect or Engineer, this Architect or Engineer may be terminated by the City.

TIME: Time is of the essence of this agreement.

PROTEST: Failure to file a protest within the time prescribed in the City of Sebring’s Purchasing Policy shall constitute a waiver of the qualifications proposer’s right to protest.

CERTIFICATION FORMS

**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER
(SUBMITTAL PAGE)**

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

1. he/she is _____ of _____, the Proposer that has submitted the attached Proposal;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The qualifications quoted in the attached Proposals as well as subsequent negotiated prices, following evaluation and of the firms' qualifications by the City, are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__

Notary Public

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That _____ does:
(Name of Business)

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 employee 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 programs, 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 employee 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer's Signature

Date

INSURANCE
(SUBMITTAL PAGE)

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFP #_____.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City

Company Name

Proposer (signature)

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Architect or Engineer shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Architect or Engineer, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Architect or Engineer, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Architect or Engineer or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Architect or Engineer, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Architect or Engineer and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Architect or Engineer or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Architect or Engineer or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Architect or Engineer or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Architect or Engineer of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____
Signature of Owner or Officer

DATE: _____ ATTEST: _____
Corporate Secretary or Witness

Organization Phone Number

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this ____ day _____ of
20____ by _____,
_____(Company Name).

He/She is personally known to me or has produced _____
as identification, and did ____/did not ____ take an oath.

Signature of Notary

Printed Name of Notary (Seal)

My Commission Expires: _____

**SWORN STATEMENT PURSUANT TO
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____ for _____
[print individual's name and title]

[print name of entity submitting sworn statement]

whose business address is _____

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is _____.

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 of the United States, including, but not limited to, any bid/qualifications proposal or contract for goods or services to be provided to any public entity or an 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- 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" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an 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 for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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 into 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 an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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, members, or agents who are active in the 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.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings 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. [attached is 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 IT 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 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of

_____, 20__ by _____

who is personally known to me and who _____ did / _____ did not take an oath.

Signature of Notary

Printed Name of Notary

(Seal)

My Commission Expires: _____