



**SUBMIT HARDCOPY DOCUMENTS TO:**

**City of Punta Gorda  
Procurement Division  
Mailing: 326 W. Marion Avenue  
Physical: 126 Harvey St, 2<sup>nd</sup> Floor  
Punta Gorda, FL 33950**

**City of PUNTA GORDA, Florida**

**NOTICE OF AVAILABILITY**

**Solicitation Type:  
Request for Qualification**

**RELEASE DATE:** July 15, 2020

**SOLICITATION #** U2019106

**PROJECT NAME:** ENG-LEEWATERSHED/1536

City of Punta Gorda is requesting submittal packages from qualified bidders to provide:

**SCOPE:** The Coastal & Heartland National Estuary Partnership (CHNEP) is requesting responses from qualified candidates to conduct the "South Lee County Watershed Initiative Hydrologic Modeling Project"

**This contract and issued services/commodities will be in full accordance with Federal Uniform Guidance, 2 CFR 200.**

**REQUIRED LICENSES/CERTIFICATION:** Bidder must be registered with the State of Florida as a Professional Engineering or if an individual a licensed Professional Engineer.

**Public Notice of Availability:**

- [www.pgorda.com](http://www.pgorda.com)
- Procurement Office, 126 Harvey Street, Punta Gorda, FL 33950
- City Clerk's Office, 326 W. Marion Avenue, Punta Gorda, FL 33950

Posted: July 15, 2020

**AUTHORIZED CITY CONTACT:**

Anne Heinen, Procurement Manager  
Phone: 914-575-3368 Fax: 941-575-3340  
Email: [aheinen@CityofPuntaGordaFL.com](mailto:aheinen@CityofPuntaGordaFL.com)

This purchase is funded by the South Florida Water Management District 4600004237 US Environmental Protection Agency –no cost extension funds Section 320 Grant #CE-00D22214-0-CE grant number Participation Goals: EPA Grant MBE – 9% WBE – 3%

**Solicitation Package Protest deadline is July 20, 2020, at 4:00 pm ET. Refer to General Conditions for instructions and conditions.**

**Inquiries and Clarifications Requests Deadline is August 7, 2020 at 3:00 pm ET. Refer to General Conditions for instructions and conditions.**

**DUE DATE AND TIME FOR SUBMITTING A SUBMITTAL PACKAGE IS:**

**August 14, 2020 at 3:00 pm ET** or as may be amended by the subsequent issuance of addenda.

**IMPORTANT NOTICE TO BIDDERS:**

Bidders who obtain Solicitation Packages from sources other than [www.pgorda.com](http://www.pgorda.com) must: 1) be a registered vendor at the above referenced website (registration is free); and 2) officially register receipt of the solicitation with the City's Procurement Division, at the website mentioned above, by viewing On-Line Solicitation. This will place the Bidder on the notification list for any forthcoming addenda or other official communications. Failure to register as a Bidder with the on-line solicitation may cause your Submittal Package to be rejected as non-responsive if you have submitted a Submittal Package without City issued forms and/or acknowledgment of issued addenda and/or meet the Solicitation Package requirements as provided by the City.

All questions must be submitted in writing via the Questions section of the on-line solicitation or emailed to the authorized City contact. Verbal questions will not be addressed.

Submittal packages in response to this Solicitation may be submitted in the following methods:

- Sealed in an envelope and delivered to one of the above addresses; or
- Submit an on-line response to the solicitation at [www.pgorda.com](http://www.pgorda.com); or
- Combination of both

Refer to the Submittal Package Format & Requirements section, in this document, for additional detailed instructions for submitting a response.

Submittal Packages received in response to this solicitation and received by the established due date and time specified will be publicly opened and read aloud in the City Hall Annex, Procurement Conference Room, 126 Harvey St, Punta Gorda, Florida at 3:00 pm ET, **or soon thereafter**. The opening and reading shall be in the presence of the Purchasing Agent and a Procurement witness. Bidders and the general public are not required but invited to attend.

**SEALED SUBMITTAL PACKAGE LABEL – THIS MUST BE USED FOR ALL SEALED HARDCOPY  
SUBMITTAL PACKAGE ENVELOPES**

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SUBMITTED TO: CITY OF PUNTA GORDA – PROCUREMENT OFFICE

SOLICITATION #/NAME: U2019106/ENG-LEEWATERSHED/1536

OPENING DATE: \_\_\_\_\_

SUBMITTED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**SOLICITATION PACKAGE  
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**ATTACHMENTS AVAILABLE ON THE ON-LINE SOLICITATION RELATED TO THIS SOLICITATION PACKAGE**

**ATTACHMENT #**

SOLICITATION DOCUMENT

#U2019106D

**WEBINAR EVENT INSTRUCTIONS**

The City of Punta Gorda utilizes WebEx to broadcast webinar events for formal solicitation openings, NON-Mandatory Pre-Submittal Conferences, Evaluation and Selection Committee Meetings and Vendor Training Sessions. Public viewing is not allowed for MANDATORY Pre-Bid meetings as these meetings must be attended in person.

**Instructions:**

- Internet Website:
  - Solicitation Opening:  
<https://puntagorda.webex.com/puntagorda/j.php?MTID=mc543ebe111be01e9211a34845af43ded>
- Bidder may join the meeting by navigating to the above links, select the meeting and click join.
- Click on JOIN

Generally, the City will start the meeting 15 minutes prior to the scheduled time.

Audio – You may dial in through a phone number (May be a toll call) or listen to the meeting via your computer. Follow the Audio selections when you join the meeting.

In accordance with the **Americans with Disabilities Act and Florida Statute 286.26**, the location of meetings related to this solicitation is accessible to persons with disabilities. If you are a person with disability who needs any accommodation in order to participate in this meeting, you are entitled, at no cost to you, to the provision of certain assistance. Interpreters for the hearing impaired (TTY 941-575-5013) or non-English speaking citizens and any other special accommodations can be requested by contacting the Human Resources Manager/Non-Discrimination Coordinator whose address is 326 W. Marion Avenue, Punta Gorda, FL 33950, whose telephone number is (941) 575-3308, and whose email address is [humres@CityofPuntaGordaFL.com](mailto:humres@CityofPuntaGordaFL.com), at least two (2) calendars days prior to the meeting.

# GENERAL CONDITIONS

**SUBMITTAL PACKAGES NOT SUBMITTED AS DIRECTED BY THIS SOLICITATION PACKAGE SHALL BE REJECTED.** The City reserves the right to 1) cancel a solicitation; and 2) accept and/or reject any or all Submittal Packages.

- 1) **AUTHORIZED CITY CONTACT** - The Authorized City Contact Person is defined this Solicitation Document Page 1 and is the **ONLY** authorized person for Bidders to contact through the award of an Agreement. **BIDDERS MUST READ THE CONDITION ASSIGNED TO CONTACT PROHIBITION.**
- 2) **CONTACT PROHIBITION** - All prospective Bidders are prohibited from indirectly or directly communicating with any member of the City of Punta Gorda City Council, City Manager, or City staff member other than the Authorized City Contact Person identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the **FORMAL AWARD** for this project. **FORMAL AWARD** is defined as the issuance of a NOTICE OF AWARD document or the issuance of a PURCHASE ORDER to the awarded bidder. Any such contact prior to the formal award will be cause for rejection of your submittal.
- 3) **PROHIBITION AGAINST GRATUITIES** - Bidder warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Bidder, or any agent or representative of Bidder, to any elected official, agent or employee of City with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, City shall be entitled to pursue the same remedies including, but not limited to, termination, against Bidder as it would pursue in the event of Bidder's default. The City of Punta Gorda officials and employees are prohibited by law from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the City pursuant to the City of Punta Gorda's Procurement Policy, Ethics Section.
- 4) **CONFLICT OF INTEREST** - No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit and Agreement entered into prior to October 1, 1975 (b) Qualification for elective office; (c) Appointment to public office; or (d) Beginning public employment.
- 5) **EXTENSION OF SOLICITATION DUE DATE AND TIME** — The City reserves the right to revise a solicitation's due date and time as may be deemed by the City to be in its best interest. Solicitation due date and time will be extended in all instances where an insufficient number of submittal packages are submitted prior to the set due date and time. Sealed solicitations will remain sealed until the final extension date and time occurs. Unsealed solicitation will remain undisclosed until the final extension date and time occurs.
- 6) **SUBMITTAL PACKAGES FROM RELATED PARTIES OR MULTIPLE SUBMITTAL PACKAGES RECEIVED FROM ONE BIDDER** - Where two (2) or more related parties each submit a submittal package or multiple submittal packages are received from one (1) bidder, for any solicitation, such submittal package(s) shall be judged non-responsive and rejected. Related parties mean bidders or the principles thereof, which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principles thereof of one (1) bidder has a direct or indirect ownership interest in another bidder for the same contract.
- 7) **DEFINITIONS**
  - a) **ADDENDA** - The Solicitation Package shall include all Addenda issued prior to the established due date and time, which may include, but not be limited to, additional attachments and modifications to the solicitation package. All changes will be posted to the On-Line Solicitation and must be acknowledged by the Bidder if the addenda is deemed to be a material change.
  - b) **AGREEMENT** - shall mean the Solicitation Package, Submittal Package, Performance/Payment Bonds, Certificate(s) of Insurance, Corporate Resolution, and all other documentation relating to the resulting Agreement. The Agreement may be in standard form for signatures by both parties or a Purchase Order.
  - c) **BIDDER** - means one that submits a SUBMITTAL PACKAGE to this solicitation directly to City, as distinct from a sub-bidder or sub-offeror, who submits a bid to the Bidder or Offeror. The term "Successful Bidder" means the responsive and responsible Bidder or Offer to whom the City, based on the City's evaluation and determination, makes an award. With the context of this document the terms "Bidder", "Proposer", "Offeror", "Consultant", and "Consultant" are used interchangeably.
  - d) **BIDDER DUE DILIGENCE** — is defined as the Bidder's responsibility, prior to submitting a Submittal Package, that they have 1) examined the Solicitation Package thoroughly; 2) considered federal, and state laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision, of the commodities and/or services; 3) studied and carefully correlate Bidder's observations with the Solicitation Package. Bidder is responsible for notifying the City's Procurement Division of all conflicts, errors, and discrepancies in the Solicitation information in accordance with the General Conditions ADDENDA - INTERPRETATION OF BIDDING DOCUMENT.
  - e) **CITY** - refers to the City of Punta Gorda, a municipal corporation of the State of Florida. Terms used in this Solicitation are defined and have the meanings assigned to them.
  - f) **CITY FORMS** - shall be defined as forms required by the Bidder to complete and submit with their Submittal Package. The Solicitation Package shall provide the instructions for submitting City Forms. Forms shall include, but not be limited to, On-Line Solicitation, Bidder's Response Form and all City forms provided in the Solicitation Document and Attachments. Bidder submitting substitute forms will be deemed non-responsive and rejected.
  - g) **DUE DATE AND TIME** — is defined as the date and time Submittal Packages shall be submitted to the City. Bidders shall submit their complete Submittal Packages to the City, as defined in the Solicitation Package, prior to the established due date and time or their Submittal Package will be considered late and not considered.
  - h) **HARD COPY FORMAT** — is defined as paper documents in original form or as otherwise specified in the Solicitation Document, Submittal Package Format Requirements. If so directed, the Bidder may be required to print the on-line "BID DOCUMENT" from the on-line solicitation at [www.pgorda.com](http://www.pgorda.com), sign, complete as required and submit with their Submittal Package.

- i) **MATERIAL DEFECT** – is defined as defects in a Bidder’s Submittal Package that are material to the Solicitation Package. Material defects include, but are not limited to, 1) Failure to submit all Submittal Package components as identified as a material defect in the Solicitation Submittal Package Format and Requirements section prior to the Solicitation’s established due date and time; 2) Failure to comply with the required format for submitting a Submittal Package or any Component of the Submittal Package; 3) Failure to provide requested data relating to a monetary value, specifications, identify proposed manufacturer/product and/or warranty; or 4) Failure to provide data related to timelines for services or delivery; or 5) Failure to meet all minimum qualification or specification requirements. Any submittal package with one (1) or more material defects shall be rejected in its entirety.
- j) **ON-LINE SOLICITATION** – The On-Line Solicitation is Solicitation specific and located on the ON-LINE SOLICITATION SYSTEM at [www.pgorda.com](http://www.pgorda.com). The On-Line Solicitation contains all information and documents included in the Solicitation Package and the sole resource for obtaining Addenda and for submitting an On-line Response to the Solicitation Package.
- k) **ON-LINE SOLICITATION SYSTEM** – The City’s Internet ON-LINE SOLICITATION SYSTEM is identified as and located at [www.pgorda.com](http://www.pgorda.com). The ON-LINE SOLICITATION SYSTEM is utilized by the City and the Vendors to: 1) Allow vendors to register and manage their company records, 2) City posts and issues City Solicitation Packages for vendors from inception to award of an Agreement, 3) Allows vendors to submit an On-line Response to an On-Line Solicitation, and 4) Sole resource for vendor to view all public record documents related to an On-Line Solicitation.
- l) **ON-LINE RESPONSE** – is defined as the Bidder responding to an On-Line Solicitation and shall include Bidder’s response to On-Line Solicitation, inclusive of response attachments.
- m) **PRE-SUBMITTAL MEETING/CONFERENCE** – is defined as a scheduled meetings to discuss the solicitation with interested Bidders.
- n) **RESPONSIBLE BIDDER** – is a Bidder who is fully capable to meet all of the requirements of the Solicitation Package and subsequent Agreement. The Bidder must possess the full capability, including financial and technical, to perform as contractually required. The City reserves the right to reject any Submittal Package by a Bidder who has previously failed to perform properly or to complete on time, previous contracts with the City. Such a rejected Submittal Package shall preclude the bidder from being considered a responsible bidder. The person or company shall not be on the City’s current de-barred or suspension list.
- o) **RESPONSIVE BIDDER** – shall be defined as a Submittal Package submitted by a Bidder that conforms in all material elements to the Solicitation Package and does not contain a material defect.
- p) **SOLICITATION** - means Invitation to Bid, Informal Quote, Formal Quote, Request for Proposal, Request for Qualification, or Invitation to Negotiation.
- q) **SOLICITATION PACKAGE** – shall mean the Solicitation Document, On-Line Solicitation, attachments, all on-line information, addenda, and other related information and documents issued pertaining to the solicitation prior to the established due date and time. The Solicitation Package shall be used by the Bidder to prepare their Submittal Package.
- r) **SUBMITTAL PACKAGE** – is defined as a Bidder’s submittal to all Solicitation Package Requirements as stated in the Solicitation Document, Submittal Package Format and Requirements section. The Submittal Package requirements shall identify 1) components required for the Bidder to submit; 2) approved format for submission of components; 3) City’s determination of time requirements for the submission of components; and 4) City’s determination if Bidder fails to comply with Submittal Package requirements. All areas requiring a response must be completed by the Bidder, where and when requested, and in the format directed by the Solicitation Package.
- 8) SOLICITATION PACKAGE - The Bidder must READ this Solicitation Document.** The Solicitation Package constitutes the complete set of documents, information, forms, terms and components. The Solicitation Package components are defined in this Solicitation Document. The Solicitation Package provided must be used in preparing your Submittal Package. The City does not assume any responsibility for errors or misinterpretations resulting from the Bidder’s lack of use of provided Solicitation information. City, in making the Solicitation Package available does so only for the purpose of obtaining responses and does not confer a license or grant for any other use.
- 9) ADDENDA – INTERPRETATION OF SOLICITATION PACKAGE** - If there is any doubt as to the true meaning of the contents of this Solicitation Package such inquiries, regarding items or areas of the Solicitation Package, must be directed in WRITTEN FORM to the Procurement Contact prior to the Deadline for Questions/Inquires date and time established in this document, or as may be amended by Addenda. Acceptable written form for inquires is posted to the on-line solicitation “Questions” tab or email, or hard copy. Inquiries shall reference the Solicitation (Bid) Number. Failure to comply with this condition shall result in the Bidder waiving his/her right to dispute the Solicitation Package, inclusive of addenda issued. Any change to this solicitation shall be made by a written addenda duly issued to each on-line registered Bidder. Receipt of such addenda shall be so noted within your Submittal Package. It is the responsibility of the Bidder, prior to submitting their Submittal Package, to either: 1) Visit [www.pgorda.com](http://www.pgorda.com) to view the On-line solicitation for addenda; or 2) Contact the Procurement Division to determine if addenda have been issued.
- 10) TAXES** - The City is exempt from the payment of Federal and State taxes, including sales tax. Prices shall not include sales tax to be collected from the City. The City’s sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.
- The City of Punta Gorda, being Tax-Exempt from State of Florida Sales Tax, reserves the right to require Bidder to assign some or all of its or Sub-Consultant’s bids and agreements with materials suppliers directly to the City. All transactions shall be in accordance with FL Statute 212.08(6) and FAC Rule 12A-1.094. The City will issue a Certificate of Entitlement to both the Consultant and Supplier for each purchase.
- 11) APPLICABLE LAWS** - Bidders are advised all City Agreements and/or documentation pertinent to the Solicitation Package and Submittal Package are subject in full or in part to all legal requirements provided for in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapters 671-679 et seq, Florida State Statutes shall prevail as the basis for contractual obligations between the Bidder and the City for any terms and conditions not specifically stated within the context of this Solicitation Package or resulting Agreement.
- 12) BIDDER’S RESPONSIBILITIES**
- a) **BIDDER’S DUE DILIGENCE - Bidders must make all surveys and investigations to familiarize themselves regarding the project site, service area, or commodity/service to be proposed. No plea of ignorance by the Bidder of conditions that exist as a result of failure to make inspections shall be acceptable.** Prior to submitting a response, each Bidder must (a) examine the Solicitation Package thoroughly; (b) consider federal, and state laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, or provision, of the commodities and/or services; (c) study and carefully correlate Bidder’s observations with the Solicitation Package. The Bidder is responsible for notifying the City’s Procurement Contact of all conflicts, errors, and discrepancies in the Solicitation Package in written form, which email is acceptable format for delivery, and prior to the Deadline for Inquires established in the Solicitation Package. Failure to comply with this condition shall result in the Bidder waiving his/her right to dispute the Solicitation Package.

- b) Bidders are solely responsible for verifying their Submittal Package meets all requirements of the Solicitation Package as stated in this Solicitation Document, Submittal Package Format and Requirements section. The City will not be held responsible for Bidder's failure to submit any Submittal Package component incorrectly and/or as instructed in this Solicitation Document Submittal Package Format and Requirements section. Bidders are responsible for viewing their Online Response to this On-Line Solicitation to assure accuracy in the information and prices entered and submitted and completeness of their Submittal Package. No plea of ignorance will be accepted or considered by the City for the Bidder's failure to 1) verify the accuracy of their Online or Hardcopy Submittal Package; 2) verify acceptance of the Online or Hardcopy Submittal Package. The City will not be responsible for the Bidder's failure to submit a complete Submittal Package submitted in response to this Solicitation Package.

**13) CONDITIONS OF ACCEPTANCE OF SUBMITTAL PACKAGE** - No bid will be accepted from, nor will any Agreement be awarded to, any person, who is: 1) in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City; or 2) who is deemed non-responsive; or 3) who is deemed non-responsive or unreliable by the City. As a part of the Solicitation evaluation process, City may conduct a background investigation including a record check by the Punta Gorda Police Department. Bidder's submission of a Submittal Package constitutes acknowledgement of the process and consent to such investigation. City shall be the sole judge in determining Bidder's qualifications.

**14) SUBMITTAL PACKAGE**

- a) All submittal components submitted shall be fully executed and submitted as directed in this Solicitation Document, Submittal Package Format Requirements section. **SUBMITTAL PACKAGES NOT SUBMITTED AS DIRECTED BY THE SOLICITATION PACKAGE SHALL BE REJECTED.**
- b) **BINDING OFFER** - The submission of a Submittal Package to this Solicitation Package will constitute an incontrovertible representation by Bidder that Bidder has read, understands and is in compliance with every requirement of this Solicitation Package, that without exception the Submittal Package is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Solicitation Package and terms and conditions provided. The Bidder through their Submittal Package certifies the Solicitation Package provided is sufficient in scope and detail to indicate understanding of all requirements stated. Bidder's Submittal Package is submitted with full knowledge and understanding of the requirements and time constraints stated. **IMPORTANT NOTE: WHEN SUBMITTING YOUR RESPONSE DO NOT ATTACH ANY FORMS WHICH MAY CONTAIN THE BIDDER'S TERMS AND CONDITIONS. INCLUSION OF ADDITIONAL TERMS AND CONDITIONS SHALL RESULT IN YOUR RESPONSE BEING DECLARED NON-RESPONSIVE AND REJECTED, AS THESE CHANGES WILL BE CONSIDERED A COUNTEROFFER TO THE CITY'S SOLICITATION.**
- c) **BIDDER'S CERTIFICATION** - Submitting a Submittal Package in response to this Solicitation Package, in addition to electronically accepting receipt of the Solicitation Package, certifies the Bidder's Authorized Agent has read, understands and accepts responsibility for the contents of this Solicitation Package and Bidder's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package and as submitted in the Submittal Package.
- d) **TIMELY SUBMISSION** - Responsibility for submitting a Submittal Package in response to this Solicitation Package to the City on or before the established due date and time is solely and strictly that of the Bidder. The City will not be responsible for any delay, for any reason whatsoever.
- e) **LATE SUBMITTAL PACKAGES** - Submittal Packages received in hard copy format and/or On-line Responses attempted after the established due date and time shall not be considered and will not be opened. It will be the Bidder's responsibility to make arrangements for the return of the Submittal Package at their expense. The eProcurement system will not allow Bidders to submit an Online Response after the established due date and time.
- f) **ACCEPTING SUBMITTAL PACKAGE** - The City Procurement Office shall review all Submittal Packages to certify responsiveness and that all material elements of the Solicitation Package have been met by the bidder. The City shall reject all Submittal Packages that have been deemed non-responsive. Material elements are defined in the Special Conditions section of this Solicitation Document. For your Submittal Package to be accepted it shall be deemed responsive to all material elements of this Solicitation Package. All blank spaces must be completely annotated where and when requested.

**15) CITY'S RESERVED RIGHTS**

- a) The City reserves the right to 1) waive formalities in any solicitation, 2) reject any or all responses in whole or in part with or without cause; 3) reject any submittal package having the appearance of **unbalanced bidding in unit prices**; and/or 4) accept the bid that, in its judgment, will be in the best interest of the City. The City specifically reserves the right to reject any conditional response and will normally reject those, which make it impossible to determine the true amount of the response.
- b) The City reserves the right to split award as may be determined to be in the best interest of the City. This is not applicable to lump sum or "all or none" solicitations.
- c) The City reserves the right to compare prices of all submittal packages with contracts established by other entities or national cooperatives, which may result in the rejection of all submittal packages or make award based on this solicitation package whichever is deemed to be in the best interest of the City.

**16) SUBMITTAL PACKAGE WITHDRAWAL** - All Submittal Packages received as a result of this Solicitation will remain open for a period of at least ninety (90) days after the established due date and time for submitting responses. No Bidder may withdraw their response after the Solicitation is opened. The City may, in their sole discretion, release any response prior to that date.

**17) MISTAKES IN SUBMITTAL PACKAGE**

- a) Correction of mistakes or withdrawal of a submittal package after the established due date and time will not be allowed.
- b) All corrections, which are prior to the established due date and time, to hard copy submittal packages must be initialed by the bidder. Failure to initial may cause the submittal package to be rejected in its entirety.
- c) **MISTAKES WHERE INTENDED CORRECT BID IS NOT EVIDENT.** If within twenty four (24) hours after submittal packages are opened, any bidder files a duly signed written notice with the City, through the office of the Procurement Manager, and within five (5) calendar days thereafter demonstrates to the satisfaction of the City, by clear and convincing evidence, that there was a material and substantial clerical mistake in the preparation of the submittal package or that the mistake is clearly evident in the solicitation package but the intended correct submittal package is not similarly evident, then the Procurement Manager will reject their submittal package response. Thereafter, the bidder will be disqualified from further bidding on the subject solicitation.
- d) **MISTAKES WHERE INTENDED CORRECT RESPONSE IS EVIDENT.** If the mistake and the intended correct bid are clearly evident in the submittal package, the response shall be corrected to the intended correct response. Examples of mistakes that may be clearly evident in the submittal package are errors in extension of unit prices and arithmetic errors. **Mistakes in unit prices shall not be corrected.**
- e) Unit prices shall prevail in the event of an error in the Bidder's submittal package.



- f) **MINOR INFORMALITIES.** Minor informalities are matters of form rather than material substance from the solicitation, or non-material mistakes that can be waived or corrected without prejudice to other bidders.
- i) Material substance is defined as any portion of a bidder's response that materially affects the submittal package, which includes but is not limited to, the effect on price, quantity, quality, manufacturer, product, delivery, specifications, or contractual conditions and shall not be considered a minor informality.
- 18) PROPRIETARY INFORMATION** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all bidders must be aware the bidder's submittal packages are in the public domain. However, the bidders are required to **identify specifically** any information contained in their submittal package, which they consider confidential and/or proprietary and which they believe to be exempt from disclosure based on the statute, **and specifically cite the applicable exempting law.**
- All submittal packages received from bidders in response to this solicitation will become the property of the City and will not be returned to the bidder. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 19) DEVELOPMENT COSTS** – Neither the City nor its representatives(s) shall be liable for any expenses incurred in connection with the preparation of a submittal package in response to this solicitation.
- 20) WARRANTIES**
- a) Awarded Bidder warrants to City that the consummation of the work provided for in the Agreement or Purchase Order documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Awarded Bidder is a party.
- b) Awarded Bidder warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Agreement.
- c) Awarded Bidder warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- d) All warranties made by Awarded Bidder together with service warranties and guarantees shall run to City and the successors and assigns of City.
- 21) CONTINGENT FEES PROHIBITED** - The bidder must warrant that it has not employed or retained a company or person, other than a bona fide employee, Consultant or subConsultant, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, Consultant or sub-Consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
- 22) PROHIBITION AGAINST LOBBYING** - During the solicitation period and through the formal award of any quote, bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, quotes, bids or proposals must not lobby, either individually or collectively, any City Council members, candidates for City Council or any employee of the City. Contact must only be made through regularly scheduled Council meetings, or meetings scheduled through the Procurement Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees must be within the purview of this prohibition and shall result in the immediate disqualification of that Bidder from further consideration.
- 23) PUBLIC ENTITY CRIMES** - In accordance with Florida Statutes §287.132(2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid 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 public entity, may not be awarded or perform work as a Consultant, supplier, subConsultant, or Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. The Bidder submitting a Submittal Package for this solicitation hereby certifies they have not been convicted of a public crime nor placed on any convicted vendor list.
- 24) SOLICITATION PACKAGE PROTESTS**
- a) **WRITTEN NOTICE OF PROTEST.** Any person or Bidder who is adversely affected by the City's Solicitation Package's contents must file a written notice of protest with the Procurement Manager within 72 hours after the posting and release of the Solicitation Package by the City. Saturdays, Sundays, and City holidays are excluded in the computation of the 72-hour time periods provided by this paragraph.
- b) **FORMAL WRITTEN PROTEST.** The formal written protest must be filed within 5 business days after the date the notice of protest is filed. The formal written protest must state with particularity the facts and laws upon which the protest is based.
- c) **WAIVER OF RIGHTS.** Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of the vendor's rights to protest the Solicitation Package.
- 25) QUESTIONS AND CLARIFICATION PERIOD**
- a) Bidders must address all questions and request clarification to a Solicitation Package to the Purchasing Agent. Questions must be submitted via email, or hard copy and must be received by the question and clarification deadline stated on page 1 in the Solicitation Document. All answers to questions submitted shall be published and answered in a manner for all vendors will be able to view.
- b) **WAIVER OF RIGHTS.** Failure to post a question or request for clarification by the established date and time shall constitute a waiver of the Bidder's rights to protest the Solicitation Package, inclusive of addenda.
- 26) SOLICITATION PROTEST POLICY** – This policy is available on-line in the City's Procurement Policy at <http://www.ci.punta-gorda.fl.us/government/procurement/doing-business-with-the-city>.

# SPECIAL CONDITIONS

## 1) SPECIAL CONDITIONS

The following SPECIAL CONDITIONS, that may vary from the General Conditions, shall have precedence.

## 2) PUBLIC RECORDS APPLICABLE TO THE SOLICITATION PROCESS

FSS 119.071(1)(b) General exemptions from inspection or copying public records. Sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after opening, whichever is earlier. If an agency rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the agency concurrently provides notice of its intent to reissue the invitation to bid or request for proposals, the rejected bids or proposals remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) concerning the reissued invitation to bid or request for proposals or until the agency withdraws the reissued invitation to bid or request for proposals. This subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2011, unless reviewed and saved from repeal through reenactment by the Legislature. The City shall disclose information in accordance with the applicable public records law.

**Please do not include a financial statement for your company UNLESS the Solicitation Document specifically names this document as a required submittal package component.**

The City reserves the right to conduct a cost analysis with one or all bidders to determine the prices proposed are fair and reasonable. Through the submission of a response to this solicitation, the Bidder agrees to provide the Purchasing Agent with their profit and overhead and cost for each line item and other documentation in order to validate their costs included in their prices proposed are fair and reasonable.

## 3) EQUAL EMPLOYMENT OPPORTUNITY: City of Punta Gorda, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. All bidders are hereby notified that the successful bidder (Consultant) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Consultant agrees that:

- a) No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- b) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- c) Consultant will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- d) City may require Consultant to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Consultant's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that City shall have the right to terminate the Agreement upon receipt of evidence of discrimination.

## 4) AWARD OF SOLICITATION - Award shall be let to the most qualified, responsive and responsible Bidder who fulfills all requirements, criteria of specifications with consideration to favorable references and whose evaluation by City indicates that the award will be in the best interest of the City. Bidders are responsible for total compliance with all other pertinent factors relating to this solicitation document.

## 5) ORDER OF PRECEDENCE

- a) The following will establish the order of precedence of solicitation and award documents in the event of any conflict with terms or specifications within the Solicitation Package.
  - #1 – Agreement/Amendments/Change Orders
  - #2 – Addenda
  - #3 - Special Conditions (U2019106D)
  - #4 – General Conditions (U2019106D)
  - #5 – Minimum Qualifications & Contract Requirements (U2019106D)
  - #6 – Scope (U2019106D)



**The following is the general agreement, inclusive of terms and conditions that for the most part will be executed between the City and the awarded bidder. A response to this solicitation establishes the Bidder acceptance to comply with the Agreement in its entirety.**

**AGREEMENT U2019106/ENG-LEEWATERSHED/1536  
BETWEEN CITY AND CONSULTANT**

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2020 by and between:  
The City of Punta Gorda  
326 West Marion Avenue  
Punta Gorda, FL 33950  
(941) 575-3366

(Hereinafter "**CITY**") and

TBD  
Phone

(Hereinafter "**CONSULTANT**")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, the CONSULTANT'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**CONDITIONS OF WORK/PURCHASE:** All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONSULTANT shall not be construed as a waiver of this Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. The CITY's appropriate Change Order Authority are the only parties authorized to make changes or modifications by issuance of an official change notice or Amendment to this Agreement.

**ARTICLE 1. – WORK**

A. The CITY qualified the CONSULTANT for Professional Engineering services on a contractual basis for providing engineering services for The South Lee County Watershed Initiative Hydrologic Modeling Project in accordance with the CITY's Request for Qualifications U2019106/ENG-LEEWATERSHED/1536, the CONSULTANT's submittal package to the Request for Qualifications u2019106/ENG-LEEWATERSHED/1536, and any other documents that may be executed as a result of this executed Master Agreement for consulting services as they relate to this WORK.

**ARTICLE 2. – CITY STAFF RESPONSIBILITIES**

**REPRESENTATIVE** - The Project has been planned by The Coastal & Heartland National Estuary Partnership (CHNEP). CHNEP Director, or their designee, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in this Agreement in connection with completion of the Work in accordance with the Agreement Documents.

**CONTRACT MANAGER** - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of this Agreement.

**CONTRACT ADMINISTRATOR** – The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONSULTANT for the project and is responsible for all records retention of Agreement correspondence.

**ARTICLE 3. - CONTRACT TIME**

A. The CITY and the CONSULTANT agree that this Agreement must be completed within TBD consecutive calendar days upon formal issuance of a Notice to Proceed. The CONSULTANT agrees to commence work within TBD consecutive calendar days upon formal issuance of a Notice to Proceed.

**ARTICLE 4. – LIQUIDATED DAMAGES**

If the CONSULTANT fails to complete the work within the times or milestones specified in this Agreement, or any written extension, the CONSULTANT shall pay to CITY as liquidated damages, but not as a penalty, \$100.00 per calendar day for each day of delay in the completion of any portion of the work. The total liquidated damages payable by the CONSULTANT shall not exceed ten percent (10%) of the total Agreement value.

**ARTICLE 5 - RIGHT TO REQUIRE PERFORMANCE**

Failure of the CITY at any time to require performance by the CONSULTANT of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

In the event of a violation of any part of this agreement by the Consultant, the CITY shall, among other remedies available under law, have the legal remedy to enforce the provisions of this agreement to prevent any interruption of service to the residents of the CITY. In the event a dispute arises between the CITY and the CONSULTANT relating to this agreement, performance, or compensation hereunder, the CONSULTANT must continue to render service in full compliance with all terms and conditions of this agreement as interpreted by the city, regardless of such dispute. However, this shall not prevent the CONSULTANT from seeking legal relief from any interpretation made by the CITY.

**ARTICLE 6. – CANCELLATION OF CONTRACT**

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the CONSULTANT should CONSULTANT or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONSULTANT may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONSULTANT a reasonable period of time to cure the noncompliance.

B. TERMINATION FOR CONVENIENCE: The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONSULTANT. Upon such termination, CONSULTANT will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DEFAULT: The CITY will provide to the CONSULTANT written notification stating the nature of non-conformance and/or failure to perform to this Agreement’s terms and conditions. All areas cited for non-conformance and/or failure to comply with this Agreement must be remedied by the CONSULTANT within a ten (10) calendar day period. If not remedied within the stated timeframe, the CITY shall find the CONSULTANT in default of this Agreement and invoke the cancellation clause without additional time to cure the non-conformance and/or failure to comply. The CONSULTANT will be removed from the CITY’s supplier/Consultant list.

D. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONSULTANT shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONSULTANT’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the CITY’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

E. CHANGES TO AWARDED PROJECT TEAM/ PERSONNEL. Changes to the originally proposed project team shall be submitted to the CITY in writing. Acceptance of the change shall be the sole discretion of the CITY. In the event the CITY

does not approve the amended project team, the CITY has the option to terminate the contract. The CITY will reimburse the CONSULTANT for the work completed up to the time of termination.

**ARTICLE 7. – AGREEMENT PRICING**

A. AGREEMENT RATES: The hourly rate schedule stated in Exhibit A (TBD) shall remain fixed for a period of twelve (12) months following the date of this Agreement.

B. Price adjustments during the subsequent years of this Agreement’s term, if any, will be allowed upon the anniversary date of this agreement, but shall not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the past twelve (12) months immediately preceding the date of written request for price adjustment. This request will become effective thirty (30) calendar days from the date the written notice was received by the CITY from the CONSULTANT and for all specific authorizations assigned after the effective date (thirty (30) calendar days from the CITY receipt of request). The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

**ARTICLE 8. – INVOICING/PAYMENT TERMS**

A. The payment terms agreed upon by the CITY and CONSULTANT are TBD. The method of payment is TBD.

B. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

C. INVOICES: Invoices must state the work or commodities/goods delivered, location of delivery, quantities, unit prices and extended prices. All prices must be in accordance with Exhibit A. Invoices will not be paid unless and until the requirements have been fully met. Unit prices must be net of all transportation and delivery charges and must be prepaid in full to destination.

D. PERMIT FEES: The CONSULTANT shall secure all permits and pay all fees initially. Such fees are reimbursable at cost (excludes any mark-up) if submitted on the billing invoice with a copy of the permit fees receipt.

E. PRICE/SALES TAX: Unless otherwise specified herein, the unit prices herein must not include sales or use tax.

F. Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of “laches” as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

**ARTICLE 9. – PAYMENT TERMS**

The payment terms agreed upon by the CITY and CONSULTANT are TBD. The method of payment is TBD. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

CITY shall make monthly payments based on the CONSULTANT’S 100% completed task for the invoice period, CITY’s approval of deliverables for each task and in accordance with this deliverable and payment schedule. The CITY will not compensate based on percentage of task or services completed unless the percentage is specifically stated below as being allowed for a milestone payment.

Task	Task Description and Deliverables	Fee (Not to Exceed-NTE or Lump Sum-LS)	Task Total
TBD	TBD Deliverable(s):	TBD	TBD
	Reimbursable Direct Expenses - Direct expense reimbursement shall be based on Exhibit A in the Master Agreement U2019106/ENG-	NTE	

Task	Task Description and Deliverables	Fee (Not to Exceed-NTE or Lump Sum-LS)	Task Total
	LEEWATERSHED/1536. - All expenses must be itemized and accompanied with receipts or other quantifying documentation. - Subconsultants and direct expense invoices will be reimbursed a Consultant cost plus 5% for administrative costs.		

**PROJECT RECORDS – OPTIONS FOR FINAL PAYMENT ON SPECIFIC AUTHORIZATION:**

OPTION 1: Final payment is contingent upon the CONSULTANT complying with Florida Statute 119.0701 Public Records, which requires the CONSULTANT to transfer to CITY, at no cost, all CITY project documents in their possession and considered to be public records in accordance with Florida Statute 119. The documents may be in paper form or electronic PDF format.

1. **Final payment application for payment shall include the following documentation. Failure to submit the following documentation or required data shall result in the CITY non-payment of the application until all documentation is received and correct.**
  - a. A copy of all subconsultant and project invoices, which clearly displays dates of service performed or materials received, description of services performed or expense, cost of services performed or materials purchased, name of subconsultant or supplier.
  - b. Subconsultants shall be responsible for furnishing the above documentation to the CONSULTANT with the invoices.

OPTION 2: CONSULTANT elected to assume full responsibility to keep and maintain all public records to perform the service under this Agreement. The CONSULTANT is fully responsible to meet all applicable requirements for retaining public records in accordance with CHAPTER 119, FLORIDA STATUTES. Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

**ARTICLE 10. – WARRANTY/GUARANTEES**

A. COVENANT AGAINST GRATUITIES: CONSULTANT warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONSULTANT, or any agent or representative of CONSULTANT, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONSULTANT as it may pursue in the event of CONSULTANT's default.

**ARTICLE 11. - CHANGE ORDER TO CONTRACT**

- A. All requests for changes to the this Agreement will be made in writing and are subject to written acceptance by the appropriate level of CITY authority.
- B. The following are the Change Order Authority Levels for the CITY.

1. Representative - the City Representative or Project Manager has the authority to approve change order requests in an amount under one thousand (\$1,000.00) and may approve requests for Agreement time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the Agreement amount, may also be approved by the City Representative or Project Manager.
2. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total Agreement price with a maximum cap of fifty thousand dollars (\$50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the Agreement amount.
3. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.
4. City Council - the City Council shall approve change orders for Agreement exemption that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).

C. The CONSULTANT fully understands the CITY's Change Order Policy. In the event the CONSULTANT begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

#### **ARTICLE 12. - INSURANCE REQUIREMENTS**

The CONSULTANT, before commencing any work, must provide insurance and furnish the City with a Certificate of Insurance for **themselves and all subConsultants** as follows:

- THE CITY IS TO BE SPECIFICALLY INCLUDED AS AN ADDITIONAL INSURED (WITH REGARDS TO GENERAL LIABILITY). ENDORSEMENT DOCUMENTATION MUST BE PROVIDED.
- A CITY Division, Department or individual name shall NOT appear on the Certificate.
- THE CITY MUST BE NAMED AS CERTIFICATE HOLDER. **PLEASE NOTE THAT THE CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:**

City of Punta Gorda  
326 W. Marion Avenue  
Punta Gorda, Florida 33950

#### **NO OTHER FORMAT WILL BE ACCEPTABLE.**

- GENERALLY REQUIRED COVERAGE INCLUDES:
  - COMMERCIAL GENERAL LIABILITY - Not less than \$500,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include the following endorsements: premises and/or operations, independent Consultants and products and/or completed operations, broad form property damage.
  - Business Auto Policy - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.
  - Professional Liability - Not less than \$1,000,000 Per Claim
  - Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum of \$100,000.00 for each accident.
    - Workers Compensation Exemption Granted by the State of Florida Construction and Non-Construction –CONSULTANT meeting the State's requirements for Construction or Non-Construction (Non-Construction for Corporations and LLC) exemption must hold a current Exemption Certificate issued by the State of Florida for the term of this Agreement.

Should any of the policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. CONSULTANT must provide notice to CITY at any time CONSULTANT becomes aware of any cancellation or material change in the above insurance policies.

### **ARTICLE 13 - CONSULTANT'S REPRESENTATIONS**

- A. In order to induce CITY to enter into this Agreement, CONSULTANT makes the following representations:
1. BUSINESS/CORPORATION must hold and maintain a current State of Florida CERTIFICATE OF AUTHORIZATION. INDIVIDUAL must hold a current PROFESSIONAL ENGINEER license (PE).
  2. CONSULTANT must hold and maintain current Business Tax Receipt for CONSULTANT's locality for the term of this Agreement. CONSULTANT must hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this Agreement IF their business is physically located within the city limits.
  3. Team engineers proposed to provide services for this Agreement must hold current a State of Florida PROFESSIONAL ENGINEER license (PE).
  4. CONSULTANT has familiarized themselves with the nature and extent of this Agreement, Work, Locality with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
  5. CONSULTANT has given the PROCUREMENT OFFICE written notice of all conflicts, errors or discrepancies that they have discovered in this Agreement and the written resolution thereof by PROCUREMENT OFFICE is acceptable to CONSULTANT.
  6. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT must be solely responsible to correct or revise any errors, omissions, or other deficiencies in its designs, drawings, reports or other services as discovered by the CITY in their work and deliverables, which shall include any errors, omissions, or other deficiencies in its designs, drawings, reports or other services discovered during construction. The CONSULTANT must, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. CONSULTANT must be responsible for compensating the CITY for any and all additional construction costs resulting from CONSULTANT's errors, omissions, or other deficiencies in its designs, drawings, reports or other services.
  7. Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the CONSULTANT must provide a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of executing this Agreement. The CONSULTANT agrees the original agreement price and any additions will be adjusted to exclude any significant sums by which the CITY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the end of this Agreement. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.
  8. SAFETY COMPLIANCE. It is the CONSULTANT'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work for the City. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.
  9. SUB CONSULTANTS. The CITY reserves the right to accept the use of a sub consultant or to reject the selection of a particular sub consultant and to inspect all facilities of any sub consultant in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this Agreement.
  10. COMPETENT PERSONNEL. CONSULTANT agrees that all services shall be performed by qualified and licensed personnel as may be required by law. The standard of care for all professional engineering and related services performed or furnished by CONSULTANT under this scope or future scope of work will be the care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT'S services.
  11. The CONSULTANT warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide



employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

**ARTICLE 14. - APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. SETTLEMENT OF DISPUTES

- i) Any dispute concerning a question of fact arising under this Agreement that is not resolved by the Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the awarded Bidder. The decision of the CONTRACT MANAGER, issued in writing, shall be the final decision of the City.
- ii) Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the VENDOR from full and timely performance in accordance with the terms of this Agreement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.". (All construction contracts awarded in excess of \$10,000 by grantees and their Consultants or subgrantees)

D. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)

E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, and 3146-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Consultants must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Consultants must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Consultants and SubConsultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Consultant or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Consultant must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous

or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

G. Reporting. Vendor shall allow access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

K. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

L. Procurement of recovered materials §200.322. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. Minority Businesses and Women's Businesses. As required by CFR Title 2, §200.321 (b)(6), Consultant must take the following affirmative steps in the hiring of any subConsultants:

- iii) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- iv) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- v) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- vi) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's enterprises; and
- vii) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

## **ARTICLE 15. – INDEMNIFICATION / LIMITS OF LIABILITY**

A. **INDEMNIFICATION** INDEMNIFICATION/HOLD HARMLESS. CONSULTANT shall indemnify and hold the City, its officers and employees, harmless from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by the elected firm in the performance of this Agreement.

B. **LIMITATION OF LIABILITY.** For all claims against the Consultant under any individual purchase order, and regardless of the basis on which the claim is made, the Consultant's liability under this Agreement for direct damages shall be limited to the greater of \$25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Consultant under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONSULTANT to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONSULTANT, retain such monies from amounts due the CONSULTANT as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONSULTANT or its affiliates to the CITY against any payments due the CONSULTANT under any contract with the CITY.

## **ARTICLE 16. - MISCELLANEOUS**

### A. PUBLIC RECORDS COMPLIANCE/MANAGEMENT

1. CONSULTANT'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONSULTANT agrees to comply with all public records laws, specifically to:
  - a. Keep and maintain public records required by the CITY to perform the service.
    - i. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>*).
    - ii. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. CONSULTANT'S records under this Agreement include but are not limited to, supplier/subConsultant invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
  - b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided for by law. If a CONSULTANT does not comply with the CITY's request for records, CITY shall enforce the provisions in accordance with the contract.
  - c. Ensure that project 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 contract term and following completion of this Agreement if the CONSULTANT does not transfer the records to CITY.
  - d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT **or** keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon the completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

A CONSULTANT who fails to provide the public records to the CITY within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

CONSULTANT identified in their Submittal Package to this Solicitation the following option elected for the management of public records upon final completion of the project:

CONSULTANT elects to submit ALL documentation related to this Agreement, inclusive of sub-contracts, in electronic format, which is acceptable to the City, to the CONTRACT ADMINISTRATOR. Final payment will not be processed without the CITY's receipt of all documentation.

CONSULTANT elects to assume the responsibility to manage and retain ALL documentation related to this Agreement in full accordance with Chapter 119 State Statute and the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>)

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF PUNTA GORDA PURCHASING DIVISION CUSTODIAN OF PUBLIC RECORDS AT (941)575-3366, [PGPURCH@CityofPuntaGordaFL.com](mailto:PGPURCH@CityofPuntaGordaFL.com), OR 326 W. MARION AVENUE, PUNTA GORDA FL 33950.**

B. CITY'S RIGHT TO AUDIT. The CITY reserves the right to audit the CONSULTANT's records throughout the term of this Agreement and in accordance with Public Records requirement established for the retention period.

C. AUDIT DISALLOWANCES. If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY will notify the CONSULTANT in writing of the disallowance. CITY will also state the means of correction, which may include, but shall not be limited to, adjustment of any future claim/invoice submitted by the CONSULTANT by the amount of the disallowance, or to require repayment of the disallowed amount by the CONSULTANT.

D. SETTLEMENT OF DISPUTES

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by this Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONSULTANT. The decision of the CONTRACT MANAGER, issued in writing, will be the final decision of the CITY.

2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONSULTANT from full and timely performance in accordance with the terms of this Agreement.

E. SUBSTITUTIONS. In the event the CONSULTANT is unable to provide the commodity or equipment specified in this Agreement, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONSULTANT will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the Agreement price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and
4. The CITY gives written approval of substitution.

If the CONSULTANT is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the CONSULTANT.

F. OWNERSHIP OF WORK PRODUCT - All original sketches, tracings, drawings, computations, details, design calculations and other documents and plans that result from the CONSULTANT's services, under this Agreement are and become the property of the CITY.

G. REUSE OF DOCUMENTS - All documents, including drawings and specifications, prepared by the CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project. They are not intended for, or represented to be suitable for reuse by the CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the CONSULTANT for the specific purposes intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT. To the extent permitted by law, CITY shall indemnify and hold the CONSULTANT harmless from all claims, damages, losses and expenses including all attorneys' fees trials or appeals arising out of or resulting from any reuse. Any such verification or adaptation for use on extensions of this project or any other Project will entitle the CONSULTANT to further compensation at rates agreed upon by CITY and the CONSULTANT.

H. RELATIONSHIP WITH OTHER CONSULTANTS - Where other consultants are assigned to this project by the CITY, the CONSULTANT is authorized to work directly with said consultants, as required, to perform the service(s) outlined in the Scope of Services.

I. ADDITIONAL CONSULTANTS - The CONSULTANT must obtain separate authorization from the REPRESENTATIVE before obtaining any required sub consultants other than those required to perform the Basic Services and/or additional Services as outlined in the Scope of Services.

J. DELIVERABLES: CONSULTANT must furnish all deliverables to the REPRESENTATIVE in accordance with negotiated Specific Authorizations.

K. LEGAL AND REGULATORY COMPLIANCE. CONSULTANT must perform all services and prepare all documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, and standards.

L. AGENCY POWER FOR PERMITS - The CONSULTANT'S personnel assigned to the Project are authorized by the CITY to serve as its Agent in making application for permits.

M. INDEPENDENT CONSULTANT. CONSULTANT must perform the services under this Agreement as an independent Consultant and not as an employee, or, unless otherwise specifically stated herein, as an agent of the CITY.

N. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

O. JURISDICTION AND VENUE. This Agreement shall be governed in accordance with the laws of the State of Florida, and the parties hereto agree that venue will be Charlotte County, Florida.

P. ATTORNEY'S FEES. In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

Q. CITY and CONSULTANT each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

R. The CITY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

**REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of this Agreement have been acknowledged by CONSULTANT and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONSULTANT.

**CONSULTANT – TBD**

\_\_\_\_\_  
Witness

Address for giving Notices:

TBD

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**CITY OF PUNTA GORDA**

\_\_\_\_\_  
Witness

Address for giving Notices:

Procurement Office  
326 W. Marion Avenue  
Punta Gorda, FL 33950

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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



# MINIMUM QUALIFICATION AND CONTRACT REQUIREMENTS

## SOUTH LEE COUNTY WATERSHED

### SOLICITATION U2019106/ENG-LEEWATERSHED/1536

#### 1) OBJECTIVE

The Coastal & Heartland National Estuary Partnership (CHNEP) is requesting responses from qualified candidates to conduct the "South Lee County Watershed Initiative Hydrologic Modeling Project" (hereinafter referred to as "the Project"). Project timelines and task deliverable dates (including meetings) may need to be adjusted as all work and deliverables must be completed by September 1, 2021.

This project is being solicited under Chapter 287.055 Florida Statutes, aka CCNA. Any reference to "price" in this Solicitation Document is general boiler plate language and does not apply to this solicitation. Consultants responding to this solicitation as a PRIME bidder may not be submitted as a subconsultant in another PRIME bidder's project team.

#### 2) MINIMUM QUALIFICATION REQUIREMENTS –

- a) The Bidder (Company) shall have been in business for a minimum of FIVE (5) CONSECUTIVE YEARS and shall currently be legal to perform services within the State of Florida. This requirement shall be based on the Solicitation's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Submittal Package. Examples of documentation may include, but not be limited to, local business tax receipts for FIVE (5) years, corporation documents with date of inception, certificate of authority, etc.
  - i) If the business is located **outside of the state of Florida**, they shall currently be legal to perform services in their state and shall have been in business for a minimum of FIVE (5) CONSECUTIVE YEARS. This requirement shall be based on the Solicitation's due date. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your Submittal Package. Examples of documentation may include, but not be limited to, local business tax receipts for FIVE (5) years, corporation documents with date of inception, certificate of authority, etc.
    - (1) In this case the Bidder must submit to Procurement a current Certificate of Authority upon notice of informal award, which is issued through the Department of State and in accordance with Florida Statute 607.1501, within the timeframe stated in the "Contract Award Requirements" section.
- b) The Bidder shall have held their Florida Professional Engineering Certificate of Authorization for a minimum of FIVE (5) CONSECUTIVE YEARS under their current business name and former business name, if applicable.
- c) Bidder shall demonstrate a minimum of FIVE (5) PAST YEARS of similar experience pertaining to Project Management for Hydrological Modeling Projects in South/Southwest South/Southwest Florida region which include the following:
  - (1) Hydrological Modeling, gathering biological indicator data and comparing model calibration to ecological indicators,
  - (2) Experience with local and regional historic land-use and habitat mapping protocols,
  - (3) Modeling of hydropatterns for plans of similar scale and scope,
  - (4) Advanced hydrologic modeling capabilities: familiar with MIKE SHE, MIKE 11 and MIKE Hydro models.
  - (5) GIS capabilities to do mapping, GIS modeling, and spatial analysis
  - (6) Hydropattern mapping projects of similar scope and scale

The timeframe identified for this requirement is 2014 through 2020. The project must be completed at the time of submission.

**Bidder shall meet all minimum requirements stated and shall provide copies and/or written documentation to substantiate meeting the requirements.**

**3) CITY’S RIGHT TO INSPECT**

Bidder shall currently have adequate organization, facilities, equipment and personnel to insure services are performed and/or commodities are delivered. The City reserves the right before recommending any award, to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions.

**4) TENTATIVE SCHEDULE OF EVENTS**

a) The tentative schedule of events for this solicitation are stated below. All dates are tentative and subject to change.

EVENT	TENTATIVE DATE/TIME
Submittal Package Due	August 14, 2020
Evaluation & Selection Committee Meeting – Initial Evaluation	August 26, 2020
Interviews/Presentations	August 31, 2020
Evaluation & Selection Committee Meeting – Final Evaluation	August 31, 2020
Submit to City Council for Award	September 10, 2020 for award on September 16, 2020
Notice to Proceed Date	September 23, 2020
Start of Work/Service	September 23, 2020

**5) FEDERAL REGISTRATION REQUIREMENTS**

a) The awarded Consultant will be required to obtain and maintain a current DUNS number and CAGE code registration for the life of this Agreement.

b) Data Universal Numbering System Number (DUNS) and System for Award Management (SAM) requirements FAR 52.204-7:

i) Definitions. As used in this provision—

(1) “Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(2) “Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at subpart 32.11) for the same concern.

(3) “Registered in the System for Award Management (SAM) database” means that—

- (a) The bidder has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Consultant and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and transparency Act of 2006 (see subpart 4.14) into the SAM database;
  - (b) The bidder has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
  - (c) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The bidder will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
  - (d) The Government has marked the record "Active".
- ii) By submission of an offer, the bidder acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - iii) The bidder shall enter, on the Bidder's response, the DUNS or DUNS +4 number that identifies the bidder's name and address exactly as stated in the bid. The DUNS number will be used by the Procurement Office to verify that the bidder is registered in the SAM database.
  - iv) If the bidder does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
    - (1) A bidder may obtain a DUNS number— (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the bidder does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The bidder should indicate that it is a bidder for a U.S. Government contract when contacting the local Dun and Bradstreet office.
    - (2) The bidder should be prepared to provide the following information:
      - (a) Company legal business.
      - (b) Tradestyle, doing business, or other name by which your entity is commonly recognized.
      - (c) Company Physical Street Address, City, State, and ZIP Code.
      - (d) Company Mailing Address, City, State and ZIP Code (if separate from physical).
      - (e) Company Telephone Number.
      - (f) Date the company was started.
      - (g) Number of employees at your location.
      - (h) Chief executive officer/key manager.
      - (i) Line of business (industry).
      - (j) Company Headquarters name and address (reporting relationship within your entity).
  - v) If the Bidder does not become registered in the SAM database in the time prescribed in this solicitation, the City will proceed to award to the next lowest responsive and responsible registered Bidder.
  - vi) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Bidders who are not registered should consider applying for registration immediately upon receipt of this solicitation.
  - vii) Bidders may obtain information on registration at <https://www.acquisition.gov>.

## 6) CONTRACT AWARD REQUIREMENTS

- a) Bidder shall be required to submit the following within five (5) business days of issuing the notice of award:
  - i) City of Punta Gorda Certificate of Competency
  - ii) Signed FINAL Agreement.

- iii) Certificate of Insurance for Bidder and all subConsultants.
- iv) Active registration for a DUNS number and System for Awards Management Cage code.
- b) Failure to submit contract award requirements within the above stated timeframe shall cause the City to rescind the Notice of Award issued to the awarded Bidder.

# **SCOPE OF WORK SOUTH LEE COUNTY WATERSHED SOLICITATION U2019106/ENG-LEEWATERSHED/1536**

## **STATEMENT OF WORK AND PROJECT DESCRIPTION**

**Project Location:** This will encompass areas from South Lee County Watershed (Figure 1&2) not included in the Corkscrew Swamp Watershed Initiative Hydrologic Modeling Project (Figure 3).

### **Project Partners:**

CHNEP, South Florida Water Management District, Southwest Florida Regional Planning Council, City of Bonita Springs, Lee County, Village of Estero, Bonita Springs Utilities, Florida Department of Transportation, Conservancy of Southwest Florida, Audubon Society, Corkscrew Swamp Sanctuary, Estero Council of Community Leaders, and Lehigh Acres Municipal Services Improvement District.

### **Project Goal:**

Restore more natural hydrology and water quality to improve environmental conditions in the South Lee County Watershed (SLCW), which is comprised of the Estero River, Spring Creek and Imperial River watersheds discharging into the Estero Bay Aquatic Preserve.

### **Project Objectives:**

The goal of this project is to develop a science-based, data-driven, Strategic Hydrological Planning Tool that will provide guidance to resource management agencies related to the appropriate restoration and management of surface waters currently flowing from the South Lee County Watershed (SLCW) and discharging into the Estero Bay Aquatic Preserve. The conversion of native wetland habitats to agriculture or development, installation of drainage canals, surface mining, and construction of major roadways such as Corkscrew Road, SR. 82, US 41 and I-75, has significantly altered the historic sheet flow from the southern region of Lehigh Acres south to the Corkscrew Sanctuary and southwest to Estero Bay – resulting in flooding, water quality degradation and decreased water storage.

This project proposal has been coordinated and designed to complement the flood model recently completed for the Village of Estero, and will integrate existing appropriate ecological data from the DRGR studies in Lee County and Bonita Springs, as well as complement the modeling currently underway by Consultants for Lee County and the Corkscrew Swamp Watershed Initiative Hydrologic Modeling Project. This modeling is meant to be additive to other local efforts – completing the picture by filling gaps and bridging the various modeling efforts to have a regional watershed-scaled picture. Overall, the South Lee County Watershed Initiative Stakeholder group comprised of the diverse project partners identified above prioritized this modeling effort as the top need for moving watershed restoration efforts forward in the region. The product of this effort will be an integrated surface/ground water hydrologic model that is capable of simulating both dry and wet season water levels and flows in the Estero and Imperial River watersheds and will be sufficient for evaluating wetland hydroperiods and depth ranges in the Corkscrew Swamp Sanctuary.

This project will update and enhance the existing South Lee County Watershed Plan Update (SLCWP) MIKE SHE/MIKE 11 integrated surface/ground water model by reducing the grid files size from 750' to 375'. The Big Cypress Basin MIKE SHE/MIKE 11 model will be used concurrently to better understand conditions on the boundaries of the South Lee County model area. Ecological data will be used to determine the appropriate hydropatterns, timing and quantity of water flows required to improve the hydrological conditions to wetlands, flow-ways, tributaries and coastal waters as well as habitat. The flood model recently completed for the Village of Estero will be used as the base for this proposed model. Additionally, this will complement the Corkscrew Swamp Watershed Initiative Hydrologic Modeling Project in providing similar dry season and natural conditions modeling for the remainder of the South Lee County Watershed area outside of that model domain. Finally, this project will provide additive value in modeling future conditions in order to understand the potential restoration opportunities and impacts of various scenarios. Appropriate ecological data will be used from the DRGR studies in Lee County and Bonita Springs. The South Lee County Watershed Initiative Stakeholder group, comprised of the diverse project partners identified above, prioritized this modeling effort as the top need for moving watershed restoration efforts forward in the region.

## **Project Specifics**

This project will update and enhance the existing South Lee County Watershed Plan Update (SLCWP) MIKE SHE/MIKE 11 integrated surface/ground water model and use the Big Cypress Basin MIKE SHE/MIKE 11 model to better understand the boundary of the South Lee County model area. It will also enhance the ecological data available to determine the appropriate hydropatterns, timing and quantity of water flows required to improve the hydrological conditions to wetlands, flow-ways, tributaries and coastal waters, and habitat.

This project will also include a natural systems model which will establish an accurate portrayal of the historic, pre-development hydrological conditions in this mega-watershed. The existing conditions model will explain the current hydropatterns and identify those areas and activities within the project area that have impacted the hydrology and ecosystems, and exacerbated flooding during storm events. This will assist identification of appropriate, cost-effective, restoration projects to increase surface water storage and restore hydropatterns.

Finally, this project will model and evaluate future scenarios, with different combinations of the selected restoration and management activities. The culmination of the project will be a report summarizing the results of each model run and providing recommendations on priority restoration and management projects and actions, the resulting benefits, and approximate implementation costs.

## **Project Benefits**

The vast wetland ecosystems within the study area are highly susceptible to over-drainage, flooding, and climate change stressors. Restoring wetland hydropatterns will extend hydroperiods, improve water quality, improve habitat for wetland-dependent wildlife species as well as the human population that depends on this area to supply public drinking water. This project will provide SLCW project partners with the tools needed to move forward with comprehensive collaborative projects to improve the hydrological conditions and habitat in this region. The comprehensive approach of data collection (outlined in Task 2), evaluation, analysis and recommendation development will ensure the success of the selected restoration projects, encourage stakeholder participation and identify appropriate ecosystem management in an area where water resources have been historically impacted by past development for agriculture and mining, are under increasing pressure from proposed housing and urban development, have recently been impacted by flooding events such as Hurricane Irma and will continue to be affected by climate change.

The project will also provide the needed information to determine the timing, distribution, quantity and quality of the water needed to improve the historic surface water flows of the Estero River, Spring Creek, and Imperial River to Estero Bay. These riverine and tidal creek systems are primary nursery areas for fisheries, providing food and habitat to numerous species of fish and shellfish including snook, redfish, tarpon and oysters. The rivers and creeks draining the SLCW area have been heavily impacted by changes in hydrology over the past 100 years and are now experiencing significant flooding during storm events and very low flows during the dry season.

### **Task 1: Gather Existing data and Models and Debug, Resample Input Grid Files from 750 to 375 Feet:**

This task describes modifications to the MIKE SHE/MIKE 11 model recently completed for the Village of Estero to include ecological parameters and a reduced grid size to increase accuracy. Permission to utilize the files will be required from the Village of Estero prior to the start of work.

- a) Gather all applicable data/recent existing data files and modeling information (including the most recent Lidar available) from both Lee County and Village of Estero, Corkscrew Swamp Watershed Initiative Hydrologic Modeling Project, and other sources to be used to update most recent model. (Sources include, but are not limited to: SFWMD, Southwest Florida RPC, City of Bonita Springs, Lee County, Village of Estero, Bonita Springs Utilities, FDOT, Corkscrew Swamp Sanctuary, LA-MSID, NOAA, USGS, USFWS, NRCS, FWC, and FDEP).
- b) Import the Village of Estero (VOE) South Lee County MIKE SHE/MIKE 11 into the 2017 version, convert the MIKE 11 model into MIKE Hydro format, and make sure that the model calibration is equal to or better than the 2016 VOE model. Any revisions made to hydraulic structures by the Lee County Surface Water Management Planning effort will be incorporated into this effort, also consider other recent modeling efforts



(e.g. Lee County Stormwater Master Plan, Edison Farms), This would use the MIKE 11 files that are generated from the South Lee County Flood Mitigation Plan (SLCFMP) and including additional details based on findings of ecologic field studies to better represent dry season hydrology – building on that information to create a more complete hydrologic picture of both dry and wet season levels and flows. Because the model domain will be different and because the modeling calibration goals will be different, this task will be separate from the Lee County modeling effort, but the work done in this task will be coordinated with the Lee County effort to the greatest extent possible and concurrently use the Big Cypress Basin MIKE SHE/MIKE 11 model to enhance understanding of the boundaries of the area where modeling work will be conducted.

- c) Resample Input Grid Files from 750 to 375 Feet. All grid input datasets will be re-created from original source files. The grid files to be resampled include topography, land use, irrigated areas, flood codes, overland flow roughness, detention, drainage, and groundwater files such as lower level, horizontal hydraulic conductivity, and vertical hydraulic conductivity, lateral extent of confining units, boundary conditions, and initial water depths.

**Task 1: Deliverables**

1	A	Data Discovery Technical memo summarizing data and modelling collection, modelling efforts and key data gaps.	No later than three (3) months from Consultant’s notice to proceed (NTP)
	B	Updates to Model Files Technical memo	No later than three (3) months from Consultant’s NTP
	C	Technical memo on Resample of Input Grid Files from 750 to 375 Feet.	No later than three (3) months from Consultant’s NTP

**Task Start and End Dates:** 1-3 Months

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**Task 2: Monitoring Planning: Address Data Quality Issues at Existing Stations**

Locate and verify existing gages and monitoring stations. Rainfall data is available from approximately two to three Corkscrew Swamp Sanctuary monitoring locations. In addition, multiple wells were installed on Edison Farms in 2019 and should be included in this data gathering effort.

There were 3 monitoring wells installed at Edison Farms that were never surveyed. This task would be to rectify the data quality issues at those existing stations by surveying them. The monitoring stations from other wells (incl. mitigation bank data) need data quality actions to ensure data usability (potentially re-downloading and replacing data loggers, surveying of wells, etc.).

**Task 2: Deliverables**

2	a	Survey of existing monitoring wells, stations, and gages. Deliverable includes: Coordinates and elevations of installed data collection devices and Maps (mxd and pdf). Technical memo summarizing the work conducted associated with this task and data quality issues addressed (provided electronically).	No later than three (3) months from Consultant's NTP
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Based on the assumption that monitoring wells can be installed using hand augering techniques.

**Task Start and End Dates:** 1-3 Months

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**TASK 3: Field investigations to gather ecological and natural water level indicators as well as seasonal highs.**

- a) Field investigations to gather ecological and natural water level indicators for seasonal high water levels in modeling area. Water level field verification should be captured during part of the wet season or the early part of the dry season where wet season indicators are still visible. Consultant will confer with staff from Corkscrew Swamp Sanctuary in the ecologic evaluations. This task will involve incorporation of existing historical hydro pattern mapping.

**Task 3: Deliverables**

3	a	Technical memo of water level survey data with GPS coordinates and elevations and verification of seasonal high water marks, as well as notes regarding field observations.	No later than three (3) months from Consultant's NTP
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**Task Start and End Dates:** 1-3 Months

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**Task 4: Gather existing data and conduct Land-use and cover mapping of historical conditions in study area not previously mapped.**

- a) Contactor to gather necessary files of Land-use and cover mapping of historical conditions (1953) in the study area for DRGR area. Ground-truthing and Land-use cover mapping of historical conditions (1953) in the study area, not previously mapped in the Lee County and Bonita Springs DRGR studies, will be completed. Use updated land use data where that is available.

**Task 4: Deliverables**

4	A	Technical memo on complete Land-use and cover mapping of historical conditions.	No later than four (4) months from NTP
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**Task Start and End Dates:** 2-4 Months

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**Task 5: Update Existing Conditions Model Irrigation Representation Files.**

- a) The existing model files will be revised to include increased detailed representation of farm canals and urban storm water infrastructure. The irrigation routines for farms and urban areas will be verified and revised as necessary to provide a realistic representation of the irrigation impact on the farm water budget. Reported farm and urban irrigation flows will be obtained and prepared for use in the calibration effort.

**Task 5: Deliverables**

5	a	Technical memo summarizing Updates to Irrigation Representation model files.	No later than four (4) months from NTP.
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**Task Start and End Dates:** 2-4 Months

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**Task 6: Extend Existing Conditions Model Calibration Input Files.**

- a) Update model files with most recent available records for rainfall, evapo-transpiration, vegetation database, and measured water levels and/or flows. The number of calibration stations shall include all stations in the Edison Farms that fall within the boundary of this project area, as well as any other stations within the model domain that are available from other relevant studies.

**Task 6: Deliverables**

6	a	Technical memo summarizing Updates on Extended Calibration Input Files	No later than six (6) months from NTP.
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**Task Start and End Dates:** 4-6 Months.

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**Task 7: Compare Existing Conditions Model calibration to ecological indicators.**

The project ecologist or wetland scientist will work with the hydrologic modeler to confirm model calibration for using known ecological parameters and ground-truthing. This will be conducted concurrently with model calibration tasks.

**Task 7: Deliverables**

7	A	Technical memo summarizing model calibration comparisons to ecological indicators and ground-truthing.	No later than six (6) months from NTP
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**Task Start and End Dates:** 4-6 Months

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**Task 8: Calibrate Existing Conditions Model for 2-year period. Perform verification for up to a separate year. After calibration is complete, model Existing Conditions for a 10 year period.**

- a) The model will be calibrated for a 2-year period, and verification to be performed for up to a separate year with the most appropriate data timeframe. This calibration will include ecological indicators data gathered in previous tasks.
- b) After calibration is complete Model Existing Conditions including ground water levels as well as surface water levels and flows for a 10 year period using typical gate/pump operation protocols.

**Task 8: Deliverables**

8	A	30% Status Calibration Update Memo summarizing results of calibration performance for Existing Conditions Model for 2-year period and verification.	No later than five (5) months from NTP.
	B	60% Semi-complete Calibration Update Memo summarizing results of calibration performance for Existing Conditions Model for 2-year period and verification.	No later than five (5) months from NTP.
	C	Completed model calibration technical memo summarizing results of calibration performance for Existing Conditions Model for 2-year period and verification.	No later than six (6) months from NTP.
	D	Existing Conditions Model verification and Output technical memo which will include ground water levels as well as surface water levels and flows for 10 year period using typical gate/pump protocols.	No later than six (6) months from NTP. No later than six (6) months from NTP.

**Task Start and End Dates:** 4-6 Months

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**Task 9: Model Natural Systems Scenario.**

The modeling process will run Natural Systems scenarios to determine:

- a) The pre-development hydrological and ecological conditions including pre-development water levels and flow patterns.

**Task 9: Deliverables**

9	A	Technical memo summarizing results of Natural Systems Model run including pre-development water levels and flow patterns.	No later than seven (7) months from NTP.
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**Task Start and End Dates:** 6-7 Months

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**Task 10: Model Future Conditions Scenarios**

The modeling process will run Future Conditions scenarios (e.g. existing with restoration projects, future land use, etc.). The modeling process will run up to four different scenarios to include climate change scenario, a future development scenario of existing with future projected land use and water management changes, and then a scenario that models restoration projects with land use assumptions - to be determined collectively between Funder, Implementing Trustee and Consultant/Consultant.

**Task 10: Deliverables**

10	a	Technical memo summarizing results of Future Conditions Scenarios modeling.	No later than nine (9) months from NTP.
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**Task Start and End Dates:** 7-9 Months

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**Task 11: Draft and Final Reports.**

- a) Compile all project information into a draft report that includes electronic versions of models, model outputs (existing conditions hydrology and hydroperiods, pre-development hydrology and hydroperiods), changes to the model files, calibration performance, and all supporting documentation; organized with sections including an Executive Summary, Introduction/Overview, Results, and Recommendations. Recommendations will be made by comparing outcomes (predicted ground water elevations and surface levels and flows) from potential future scenarios modeled in Future Conditions and identifying how well they each align with goals of the project outlined in project background (sheet flow enhancement, natural flow, water quality

improvement, groundwater recharge, high water levels and flooding reduction, and fish and wildlife habitat enhancement.) This draft Report will be submitted by the Consultant for review by CHNEP, the CHNEP Technical Advisory Committee and South Lee County Watershed Initiative stakeholders (stakeholder comment period will be one week).

- b) Following the submission of the Draft Report by the Consultant, CHNEP staff will review and provide comments. The Consultant will consolidate all CHNEP staff and Stakeholder comments and prepare document cataloguing if and how they were addressed, as well as make appropriate revisions to draft accordingly. This will be done for all comments. NOTE: There may be comments given on the final document that will need to be incorporated by Consultant before deliverable is considered final.
- c) Review and incorporate comments on draft report, produce final report with all CHNEP and Stakeholder input addressed in a track changes copy of the Final Report as well as a clean copy of the Report. Final deliverable will also include all metadata and model files provided electronically.

**Task 11: Deliverables**

11	A	Draft Report: An electronic copy of the Draft Final Report in Word format submitted for review prior to submission of the Final Report.	No later than ten (10) months from NTP.
	B	Consolidated CHNEP staff comment and response document for initial draft report (word or excel)	No later than eleven (11) months from NTP.
	C	Final Report with stakeholder input addressed in tracked changes (Word) and Clean copy (Word and accessible pdf-for visually impaired web viewing) Upon request, provide a paper copy of the Draft Final Report as well as metadata and model file provided electronically.	No later than twelve (12) months from NTP.

**Task Start and End Dates:** 9-12 Months

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**Task 12: Project Management and Meeting Presentations.**

- a) Provide project management/oversight to ensure sub-Consultants/consultants are fulfilling task responsibilities, including:
  - o Work extensively with CHNEP staff to develop, review and report interim and deliverables.
  - o Complete Project tasks in a technically sound and timely manner.
  - o Provide CHNEP staff with quarterly progress reports detailing progress and financial expenses towards the project budget, processing invoices and making payments.
- b) South Lee County Watershed Initiative Project kickoff meeting: In Month 1, the Consultant will work with CHNEP staff to organize meeting with South Lee County Watershed Initiative (SLCWI) stakeholders to create a meeting agenda and give a project kickoff presentation. Consultant will prepare PowerPoint

- presentation to summarize Project objectives, activities, timelines, and methodologies. Consultant will gather stakeholder input from meeting and create a document detailing Consolidated Stakeholder Comments and Consultant responses as to how input will be incorporated into the Project. The comment and response document will be provided to CHNEP staff within 5 business days of the meeting. (All SLCWI meetings will be located in Ft. Myers, FL during routine business hours, with dates and times TBD.)
- c) CHNEP Technical Advisory Committee (TAC) project presentation. Consultant will attend meeting and present on the Project. 3 weeks prior to the meeting, the Consultant will provide a summary narrative of the presentation for the meeting agenda. 2 weeks prior to the meeting, the Consultant will provide a copy of the PowerPoint presentation to CHNEP staff, the Consultant will give the presentation at the CHNEP TAC meeting. The PowerPoint presentation to summarize Project objectives, activities, timelines, and methodologies. The Consultant will gather stakeholder input from meeting and create a document detailing Consolidated Stakeholder Comments and Consultant responses as to how input will be incorporated into the Project. The comment and response document will be provided to CHNEP staff within 5 business days of the meeting. (All CHNEP TAC meetings will be located in Punta Gorda, FL during routine business hours, with dates and times TBD.)
- d) South Lee County Watershed Initiative Project 6 month progress update meeting: In Month 12, the Consultant will work with CHNEP staff to organize meeting with South Lee County Watershed Initiative (SLCWI) stakeholders to create a meeting agenda and give a project progress report presentation. Consultant will prepare PowerPoint presentation to summarize Project activities, timelines, and results to date, as well as next steps. Consultant will gather stakeholder input from the meeting and create a document detailing Consolidated Stakeholder Comments and Consultant responses as to how input will be incorporated into the Project. The comment and response document will be provided to CHNEP staff within 5 business days of the meeting. (All SLCWI meetings will be located in Ft. Myers, FL during routine business hours, with dates and times TBD.)
- e) CHNEP Technical Advisory Committee (TAC) 6 month progress update presentation. Consultant will attend meeting and present on Project updates and progress. 3 weeks prior to the meeting, the Consultant will provide a summary narrative of the presentation for the meeting agenda. 2 weeks prior to the meeting, the Consultant will provide a copy of the PowerPoint presentation to CHNEP staff, the Consultant will give the presentation at the CHNEP TAC meeting. The PowerPoint presentation will summarize Project activities, timelines, and results to date, as well as next steps. The Consultant will gather stakeholder input from meeting and create a document detailing Consolidated Stakeholder Comments and Consultant responses as to how input will be incorporated into the Project. The comment and response document will be provided to CHNEP staff within 5 business days of the meeting. (All CHNEP TAC meetings will be located in Punta Gorda, FL during routine business hours, with dates and times TBD.)
- f) South Lee County Watershed Initiative Project Draft Report presentation meeting: In Month 10, the Consultant will work with CHNEP staff to organize meeting with South Lee County Watershed Initiative (SLCWI) stakeholders to create a meeting agenda and give a draft report presentation. Consultant will prepare PowerPoint presentation to summarize the draft report including Executive Summary, Introduction/Overview, Results, and Recommendations. The Consultant will gather stakeholder input from the meeting and create a document detailing Consolidated Stakeholder Comments and Consultant responses as to how input will be incorporated into the Final Report. The comment and response document will be provided to CHNEP staff within 5 business days of the meeting. (All SLCWI meetings will be located in Ft. Myers, FL during routine business hours, with dates and times TBD.)
- f.) SLCWI Project Draft Report presentation meeting. Deliverables include: Meeting notice sent to SLCWI stakeholders, SLCWI meeting room reservation, meeting agenda, PowerPoint presentation, consolidated stakeholder comment and response document within 5 business days of the meeting. The PowerPoint presentation will summarize the final report including Executive Summary, Introduction/Overview, Results, and Recommendations. The Consultant will gather stakeholder input from meeting and create a document detailing Consolidated Stakeholder Comments and Consultant responses as to how input will be incorporated into the Final Report. The comment and response document will be provided to CHNEP staff within 5 business days after the meeting. (All SLCWI meetings will be located in Ft. Myers, FL during routine



business hours, with dates and times TBD.)

- g.) CHNEP Technical Advisory Committee (TAC) Final Report presentation. Consultant will attend meeting and present on Project final report. 3 weeks prior to the meeting, the Consultant will provide a summary narrative of the presentation for the meeting agenda. 2 weeks prior to the meeting, the Consultant will provide a copy of the PowerPoint presentation to CHNEP staff, the Consultant will give the presentation at the CHNEP TAC meeting. The PowerPoint presentation will summarize the final report including Executive Summary, Introduction/Overview, Results, and Recommendations. (All CHNEP TAC meetings will be located in Punta Gorda, FL during routine business hours, with dates and times TBD.)

**Task 12: Deliverables**

12	a	Provide project management/oversight to ensure sub-Consultants/consultants are fulfilling task responsibilities, including: Work extensively with CHNEP staff to develop, review and report interim and deliverables. Complete Project tasks in a technically sound and timely manner. Provide CHNEP staff with quarterly progress reports	Progress Reports Quarterly. Last Report due no later than twelve (12) months from NTP.
	b	SLCWI Project kickoff meeting. Deliverables include: Meeting notice sent to SLCWI stakeholders, SLCWI meeting room reservation, meeting agenda, PowerPoint presentation, Consolidated stakeholder comment and response document within 5 business days of the meeting.	No later than one (1) months from NTP.
	c	CHNEP TAC Project kickoff meeting. Deliverables include: 3 weeks prior to the meeting, the Consultant will provide a summary narrative of the presentation for the meeting agenda. 2 weeks prior to the meeting, the Consultant will provide a copy of the PowerPoint presentation to CHNEP staff, the Consultant will give the presentation at the CHNEP TAC meeting and provide a Consolidated stakeholder comment and response document within 5 business days of the meeting.	No later than four (4) months from NTP.*
	d	SLCWI Project 6-month progress update meeting. Deliverables include: Meeting notice sent to SLCWI stakeholders, SLCWI meeting room reservation, meeting agenda, PowerPoint presentation, Consolidated stakeholder comment and response document within 5 business days of the meeting.	No later than six (6) months from NTP.*
	e	CHNEP TAC 6-month progress update presentation. Deliverables include: 3 weeks prior to the meeting, the Consultant will provide a summary narrative of the presentation for the meeting agenda. 2 weeks prior to the meeting, the Consultant will provide a copy of the PowerPoint presentation to CHNEP staff, the Consultant will give the presentation at the CHNEP TAC meeting and provide a Consolidated stakeholder comment and response document within 5 business days of the meeting	No later than seven (7) months from NTP.*
	f	SLCWI Project draft report presentation meeting. Deliverables include: Meeting notice sent to SLCWI stakeholders, SLCWI meeting room reservation, meeting agenda, PowerPoint presentation, Consolidated stakeholder comment and response document within 5 business days of the meeting.	No later than ten (10) months from NTP.*
	g	CHNEP TAC Final Report presentation. Deliverables include: 3 weeks prior to the meeting, the Consultant will provide a summary narrative of the presentation for the meeting agenda. 2 weeks prior to the meeting, the Consultant will provide a copy of the PowerPoint presentation to CHNEP staff, the Consultant will give the presentation at the CHNEP TAC meeting and provide a Consolidated stakeholder	No later than twelve (12) months from NTP.*

	comment and response document within 5 business days of the meeting	
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**Task Start and End Dates:** 1-12 Months.

\*Project timelines and task deliverable dates (including meetings) may need to be adjusted as all work and deliverables need to be completed by September 1, 2021.

**NOTE: Please plan accordingly, considering the season/weather or any other possible delays – we will expect the task deadlines/deliverable due dates to be met.** The contract will include the following Force Majeure language: “Delays and Excused Performance/Force Majeure. Awarded Bidder shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the awarded Bidder’s control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City’s omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.”

**Performance Standard:**

The CHNEP staff will review the deliverables to verify that they meet the specifications in this task description. Upon review and written acceptance of all deliverables under this task, the Consultant may proceed with payment request submittal.

**Payment Request Schedule:**

Consultant may submit a payment request for cost reimbursement upon completion of the task and CHNEP approval of all associated task deliverables.

**TASK TIMELINE:**

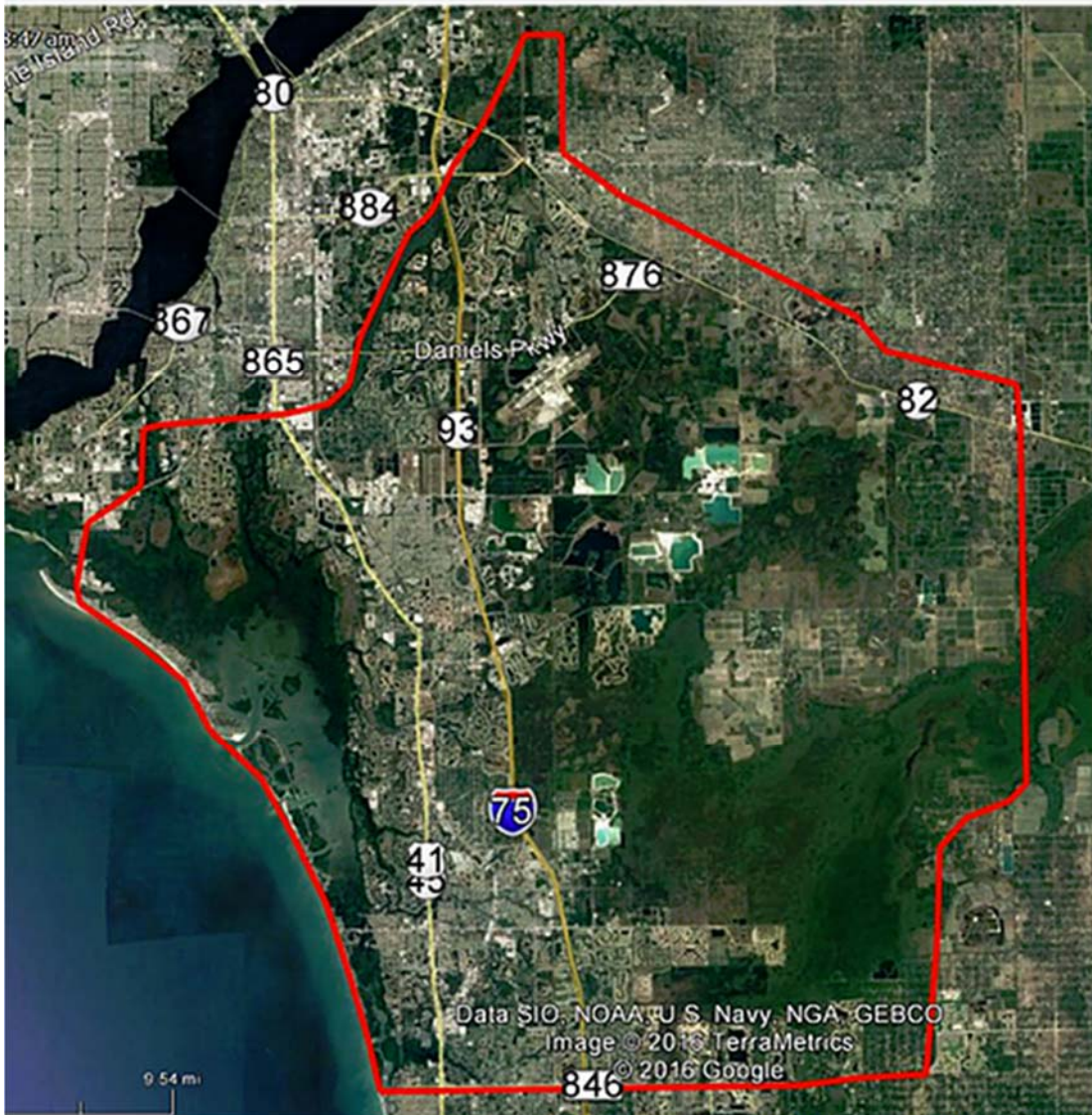
Task		Task Description	Due Date*
1	a	Data Discovery Technical memo summarizing data and modelling collection, modelling efforts and key data gaps.	No later than three (3) months from Consultant’s notice to proceed (NTP)
	b	Updates to Model Files Technical memo	No later than three (3) months from Consultant’s NTP
	c	Technical memo on Resample of Input Grid Files from 750 to 375 Feet.	No later than three (3) months from Consultant’s NTP
2	a	Survey of existing monitoring wells, stations, and gages. Deliverable includes: Coordinates and elevations of installed data collection devices and Maps (mxd and pdf). Technical memo summarizing the work conducted associated with this task and data quality issues addressed (provided electronically).	No later than three (3) months from Consultant’s NTP
3	a	Technical memo of water level survey data with GPS coordinates and elevations and verification of seasonal high water marks, as well as notes regarding field observations.	No later than three (3) months from Consultant’s NTP
4	a	Technical memo on complete Land-use and cover mapping of historical conditions.	No later than four (4) months from NTP
5	a	Technical memo summarizing Updates to Irrigation Representation model files.	No later than four (4) months from NTP.
6	a	Technical memo summarizing Updates on Extended Calibration Input Files	No later than six (6) months from NTP.
8	a	30% Status Calibration Update Memo summarizing results of calibration performance for Existing Conditions Model for 2-year period and verification.	No later than five (5) months from NTP.
	b	60% Semi-complete Calibration Update Memo summarizing results of calibration performance for Existing Conditions Model for 2-year period and verification.	No later than five (5) months from NTP.

	c	Completed model calibration technical memo summarizing results of calibration performance for Existing Conditions Model for 2-year period and verification.	No later than six (6) months from NTP.
	d	Existing Conditions Model verification and Output technical memo which will include ground water levels as well as surface water levels and flows for 10 year period using typical gate/pump protocols.	No later than six (6) months from NTP.
9	a	Technical memo summarizing results of Natural Systems Model run including pre-development water levels and flow patterns.	No later than seven (7) months from NTP.
10	a	Technical memo summarizing results of Future Conditions Scenarios modeling.	No later than nine (9) months from NTP.
11	a	Draft Report: An electronic copy of the Draft Final Report in Word format submitted for review prior to submission of the Final Report.	No later than ten (10) months from NTP.
	b	Consolidated CHNEP staff comment and response document for initial draft report (word or excel)	No later than eleven e (11) months from NTP.
	c	Final Report with stakeholder input addressed in tracked changes (Word) and Clean copy (Word and accessible pdf-for visually impaired web viewing) Upon request, provide a paper copy of the Draft Final Report as well as metadata and model file provided electronically.	No later than twelve (12) months from NTP.
12	a	Provide project management/oversight to ensure sub-Consultants/consultants are fulfilling task responsibilities, including: Work extensively with CHNEP staff to develop, review and report interim and deliverables. Complete Project tasks in a technically sound and timely manner. Provide CHNEP staff with quarterly progress reports	Progress Reports Quarterly. Last Report due no later than twelve (12) months from NTP.
	b	SLCWI Project kickoff meeting. Deliverables include: Meeting notice sent to SLCWI stakeholders, SLCWI meeting room reservation, meeting agenda, PowerPoint presentation, Consolidated stakeholder comment and response document within 5 business days of the meeting.	No later than one (1) months from NTP.
	c	CHNEP TAC Project kickoff meeting. Deliverables include: 3 weeks prior to the meeting, the Consultant will provide a summary narrative of the presentation for the meeting agenda. 2 weeks prior to the meeting, the Consultant will provide a copy of the PowerPoint presentation to CHNEP staff, the Consultant will give the presentation at the CHNEP TAC meeting and provide a Consolidated stakeholder comment and response document within 5 business days of the meeting.	No later than four (4) months from NTP.*
	d	SLCWI Project 6-month progress update meeting. Deliverables include: Meeting notice sent to SLCWI stakeholders, SLCWI meeting room reservation, meeting agenda, PowerPoint presentation, Consolidated stakeholder comment and response document within 5 business days of the meeting.	No later than six (6) months from NTP.*
	e	CHNEP TAC 6-month progress update presentation. Deliverables include: 3 weeks prior to the meeting, the Consultant will provide a summary narrative of the presentation for the meeting agenda. 2 weeks prior to the meeting, the Consultant will provide a copy of the PowerPoint presentation to CHNEP staff, the Consultant will give the presentation at the CHNEP TAC meeting and provide a Consolidated stakeholder comment and response document within 5 business days of the meeting	No later than seven (7) months from NTP.*
	f	SLCWI Project Draft Report presentation meeting. Deliverables include: Meeting notice sent to SLCWI stakeholders, SLCWI meeting room reservation, meeting agenda, PowerPoint presentation, Consolidated stakeholder comment and response document within 5 business days of the meeting.	No later than ten (10) months from NTP.*
	g	CHNEP TAC Final Report presentation. Deliverables include: 3 weeks prior to the meeting, the Consultant will provide a summary narrative of the presentation for the meeting agenda. 2 weeks prior to the meeting,	No later than twelve (12) months from NTP.*

	the Consultant will provide a copy of the PowerPoint presentation to CHNEP staff, the Consultant will give the presentation at the CHNEP TAC meeting.	
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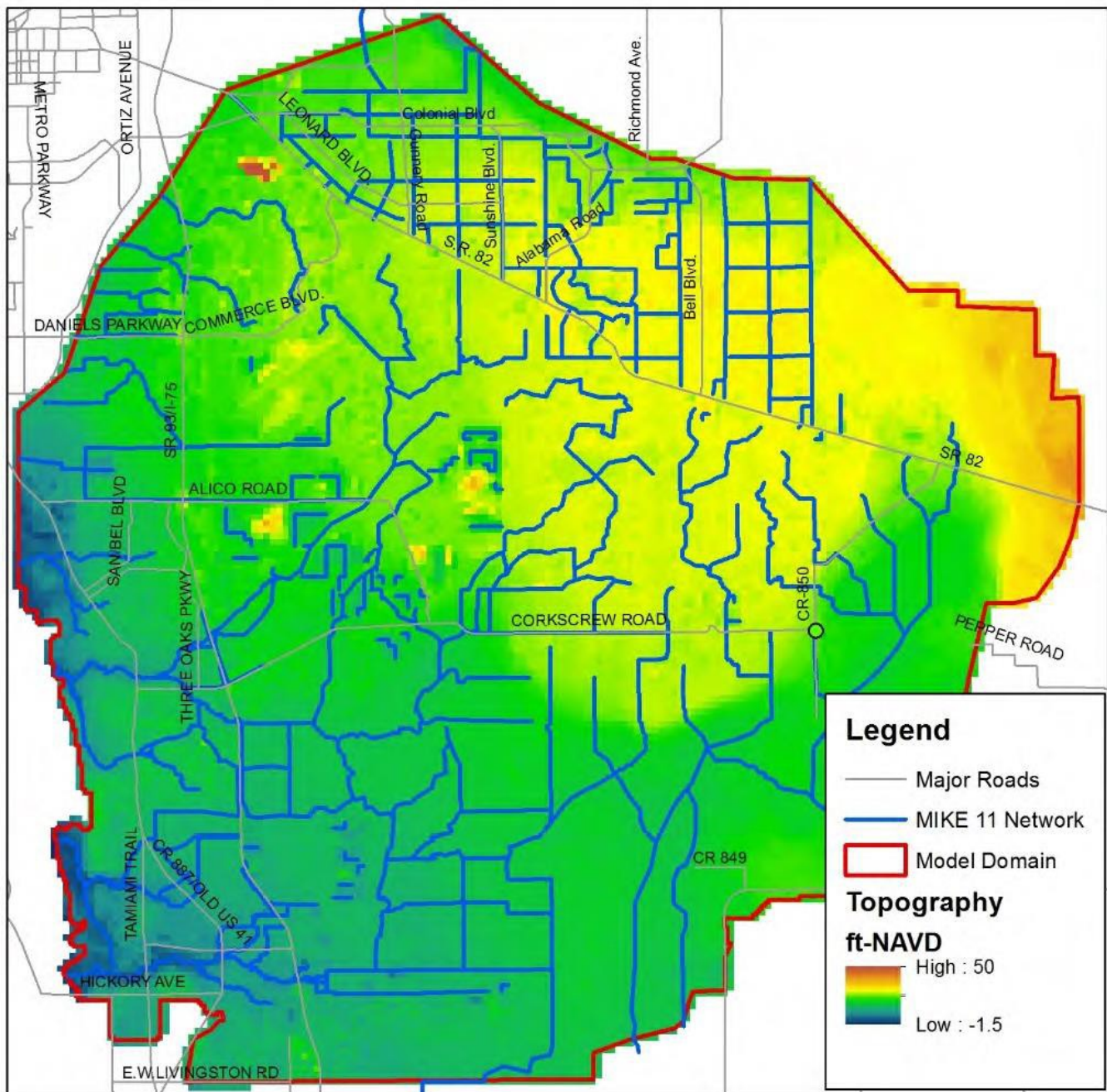
\*Project timelines and task deliverable dates (including meetings) may need to be adjusted in order to ensure all work and deliverables are completed by September 1, 2021.

**Figure 1: Boundary of South Lee County Watershed area over an aerial:**

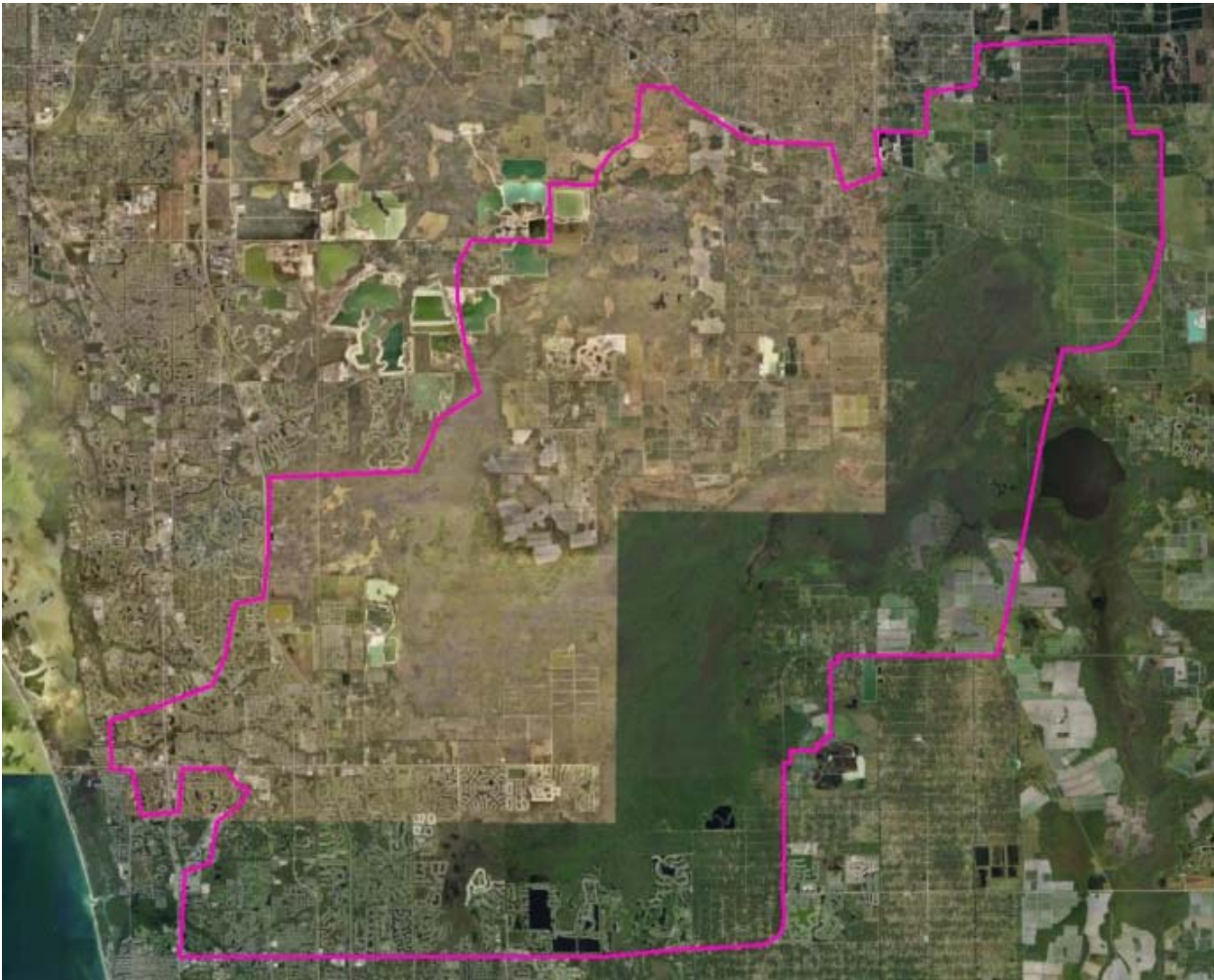




**Figure 2: Boundary of SLCW with topo shading:**



**Figure 3: The Corkscrew Swamp Watershed Initiative Hydrologic Modeling Project Boundary**



**SUBMITTAL PACKAGE FORMAT REQUIREMENTS  
SOUTH LEE COUNTY WATERSHED  
SOLICITATION U2019106/ENG-LEEWATERSHED/1536**

**1) PURPOSE**

The purpose of this section of the Solicitation Document is to identify the requirements for Bidders to submit a **complete, responsive AND correct** Submittal Package, which shall cover:

- A. Submittal Format allowed for Submittal Packages. The types of submittal formats and Solicitation Package components referred to in this section are defined in this Solicitation Document's General Conditions - Definitions section.
- B. Advise Bidders of the City's determination of which submittal components are deemed material or non-material to the Bidder's Submittal Package.
- C. Advise Bidders of the results if the Bidder omits or submits incorrect/incomplete Submittal Packages. Components deemed by the City to be material elements and are found to have a material defect in the Bidder's Submittal Packages shall result in the **REJECTION** of the Bidder's Submittal Package in its entirety and will not be considered for evaluation.

**2) SUBMITTAL PACKAGE REQUIREMENTS**

- 1) **PRICING NOT PROVIDED ON CITY PROVIDED BID SCHEDULE FORM, OR BIDDERS ADDING LINE ITEMS TO THE BID SCHEDULE SHALL BE REJECTED.**

**B. METHODS FOR SUBMITTING A SUBMITTAL PACKAGE**

- 1) On-line response on the City's ON-LINE SOLICITATION SYSTEM [www.pgorda.com](http://www.pgorda.com)
  - i. Complete the Bidder's Response form, located within this Solicitation Document.
  - ii. Upload the completed Bidder's Response form and **all** required submittal package components, stated in the below Submittal Package Requirements table, to the on-line response.
- 2) Hard copy response
  - i. Complete the Bidder's Response form, located within this Solicitation Document.
  - ii. Submit the completed Bidder's Response form and **all** required submittal package components, stated in the below Submittal Package Requirements table, in a sealed envelope with the completed label as provided on page 3 of this Solicitation Document.
  - iii. **Number of Submittal Package Copies:** Bidder shall submit four (4) complete sets to include:
    - 1. **One UNBOUND original with all supporting documentation** submitted as follows: 1) Letter size preferred, Maximum size – legal; 2) **20#** paper; 3) single sided; 4) no tabs or separators. The original must include **ALL ORIGINALLY SIGNED documents**.
    - 2. Three complete copies of the Submittal Package.
  - iv. **SUBMIT HARDCOPY DOCUMENTS TO:**  
**City of Punta Gorda**  
**Procurement Division**  
**Mailing: 326 W. Marion Avenue**  
**Physical: 126 Harvey St, 2<sup>nd</sup> Floor**  
**Punta Gorda, FL 33950**
- 3) Combination of both on-line and hard copy submittal package components.
- 4) If the bidder submits complete submittal packages in both on-line and in hardcopy format the submittal packages submitted on-line shall take precedence.

- C. Failure to submit a Submittal Package On-line prior to the due date and time shall result in the ON-LINE SOLICITATION SYSTEM refusing to accept the Bidder's request to submit. Failure to submit a Submittal Package in



hardcopy prior to the due date and time shall result the City not accepting the Submittal Package and the submittal package will not be opened by the City.

- D. The below Submittal Package Requirements table will advise Bidders 1) **SECTION ORDER** for submittal package 2) the Submittal Package Components required and restrictions for submitting a COMPLETE and RESPONSIVE Submittal Package; 3) result if the submittal package components is omitted from the Bidder's Submittal Package; and 4) if required of prime bidder or also subconsultants.

The City **reserves the right to reject** any submittal package that does not follow the prescribed section order in the checklist. Procurement will redact any submittal package that 1) provides documentation/information over and above what is requested and/or allowed; 2) Resumes not requested; and 3) Example Projects that exceed the number allowed or do not comply with the required experience to be demonstrated or submitted by subconsultants that will not perform over 10% of the services.

- 1) COLUMN 1 – Section number and order for preparation of the Submittal Package.
- 2) COLUMN 2 - A title for the section and specific Submittal Package Components to be adhered to when completing the Submittal Package;
- 3) COLUMN 3 – Page limit and/or other restrictions for submittal components. If stated "not included" it is not counted in the number of pages restriction.
- 4) COLUMN 4 - The result of the City's determination if omissions and/or incorrect/incomplete responses are submitted in the Bidder's Submittal Package are as follows:
  - (a) **REJECTED** – This is a defect that is a material element to the required Submittal Package and may not be cured after opening. Bidder shall submit these requirements prior to the established due date and time for all components identified as "REJECTED". **FAILURE TO SUBMIT SHALL RESULT IN THE REJECTION OF THE SUBMITTAL PACKAGE IN ITS ENTIRETY.**
  - (b) **NOT MATERIAL** – THESE DOCUMENTS ARE REQUIRED. HOWEVER, TO ALLOW FLEXIBILITY IN THE EVENT A BIDDER FAILS TO SUBMIT PRIOR TO THE DUE DATE AND TIME ESTABLISHED FOR SUBMITTING SUBMITTAL PACKAGES, THIS TIME EXENTION IS GRANTED FOR ONLY THOSE ITEMS INDICATED AS "NOT MATERIAL"

This is a defect that is NOT a material element to the required Submittal Package. Should a submittal component be omitted, submitted incorrectly or found to be incomplete the Bidder shall cure the defect within ten (10) City business days, or as directed by the City, from the established due date in order to be considered responsive. **This flexibility shall NOT BE CONSIDERED as allowing Bidders additional time in completing their documentation.**

**FAILURE TO SUBMIT WITHIN THE TIMEFRAME SHALL RESULT IN THE REJECTION OF THE BIDDER'S SUBMITTAL PACKAGE IN ITS ENTIRETY. THE CITY OF PUNTA GORDA IS NOT RESPONSIBLE FOR NOTIFYING BIDDERS OF OMITTED SUBMITTAL PACKAGE COMPONENTS.**

- 5) COLUMNS 5 AND 6 – Advises if the submittal component is applicable to the Prime Bidder, their Subconsultants, or both.
- 6) The Bidder may insert a Table of Contents (TOC) and Section dividers. **However, these pages MUST NOT have pictures or text other than identifying TOC and name of section. If unauthorized pictures or text are included the Procurement Office will redact these items.**
- 7) When preparing your Submittal Package please be aware the correctness, ability to follow directions and quality control demonstrated in your submittal package will be evaluated under the Bidder's General Qualification criteria.



SECTION	RESPONSE SECTION / REQUIREMENTS	PAGE LIMIT	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE ESTABLISHED DUE DATE AND TIME	SUBMISSION REQUIRED FOR PRIME BIDDER	SUBMISSION REQUIRED FOR SUBCONSULTANT – DOCUMENTS ARE NOT TO BE INCLUDED IN RESPONSE IF THIS COLUMN IS NOT CHECKED.
I	<p><b>Introductory Letter:</b> An informative, narrative letter pertinent to your firm's Scope of Service response.</p> <p>Bidder must identify the Project Lead proposed and their working office location of the for this project.</p>	<u>2 pages</u>	NOT MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I	<b>Bidder's Response Form</b> completed in its entirety with a signature	<u>Not Included</u>	REJECTED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I	<b>City Forms</b> executed as directed	<u>Not Included</u>	NOT MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I	Current State of Florida Professional Engineering Certificate of Authorization for the Bidder.	<u>No Limit</u>	NOT MATERIAL CITY RESERVES THE RIGHT TO VERIFY VIA STATE OF FL WEBSITE IF DOCUMENTS ARE OMITTED	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I	<p>Prime Bidder's Qualification documentation as required by 287.055:</p> <ul style="list-style-type: none"> <li>• <b>Current certification for Minority Business Enterprises</b> through the State of Florida's Office of Supplier Diversity, if applicable, <u>FOR THE BIDDER OR SUBCONSULTANTS PROVIDING OVER 10% OF THE SERVICES</u></li> <li>• <b>Recent, Current and Projected Workloads for working location:</b> Bidder must identify <b>ALL</b> projects for the proposed</li> </ul>	<u>Not Included</u>	NOT MATERIAL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

SECTION	RESPONSE SECTION / REQUIREMENTS	<u>PAGE LIMIT</u>	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE ESTABLISHED DUE DATE AND TIME	SUBMISSION REQUIRED FOR PRIME BIDDER	SUBMISSION REQUIRED FOR SUBCONSULTANT – <u>DOCUMENTS ARE NOT TO BE INCLUDED IN RESPONSE IF THIS COLUMN IS NOT CHECKED.</u>
	<p>working location, for which they were the lead consultant, and shall include:</p> <p>1) <b>ALL</b> Recently completed projects within the LAST TWELVE MONTHS (12); 2) <b>ALL</b> Current projects; and 3) Projected workload schedule. The information shall include: 1) Owner; 2) Project Name and brief description; 3) Project Start/Completion dates. This information shall be provided in a table format.</p> <p>Bidder must provide a personnel availability chart for <b>Team Members</b> comparing estimated percentage of availability for the City's project in comparison to their current project commitments.</p> <p>Bidder must also identify their commitment to providing services under a contract, if selected, within the agreed upon response timeframe.</p> <ul style="list-style-type: none"> <li>• <b>Budget Requirements:</b> Bidder must explain their process and history of meeting client's budgetary requirements.</li> <li>• <b>Working Office Location:</b> Identify the office for staff working on project. This may be identified in the Bidder's Response Form.</li> </ul>				

SECTION	RESPONSE SECTION / REQUIREMENTS	PAGE LIMIT	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE ESTABLISHED DUE DATE AND TIME	SUBMISSION REQUIRED FOR PRIME BIDDER	SUBMISSION REQUIRED FOR SUBCONSULTANT – DOCUMENTS ARE NOT TO BE INCLUDED IN RESPONSE IF THIS COLUMN IS NOT CHECKED.
I	SF330 – Architect – Engineer Qualifications – PART I – Contract Specific Qualifications – Sections A, B, and C. The principal within the prime firm responsible for the contract shall be identified. <b>All proposed subconsultants MUST be identified. These sections shall be prepared by the Bidder and not be submitted by the subconsultants.</b>	<u>5 pages</u>	REJECT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
I	SF330 – Part I – Section D – Organizational Chart of Proposed Team. <b>This chart shall include the ENTIRE Project Team, including subconsultants providing less than 10% of the services.</b>  <b><u>IMPORTANT – THE ORGANIZATIONAL CHART MUST INCLUDE ALL TEAM MEMBERS PROPOSED FOR THE PROJECT AND INCLUDE THE KEY PERSONNEL STATED IN SECTION E FOR BIDDER AND SUBCONSULTANTS PROVIDING OVER 10% OF THE SERVICES AND MATCH THE LICENSES SUBMITTED</u></b>	<u>1 page</u>	REJECT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
II	SF330 – Section E – Resumes of Key Personnel proposed for this contract. <b><u>DO NOT include SF330 for positions that do not hold professional licenses and/or certifications.* SF330 Section E documents shall ONLY be provided for subconsultants providing over 10% of the services.</u></b>	<u>2 page limit per Resume</u>	NOT MATERIAL CITY RESERVES THE RIGHT TO REQUEST OMITTED DOCUMENTS DURING THE PRE-QUALIFYING PROCESS IF	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

SECTION	RESPONSE SECTION / REQUIREMENTS	<u>PAGE LIMIT</u>	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE ESTABLISHED DUE DATE AND TIME	SUBMISSION REQUIRED FOR PRIME BIDDER	SUBMISSION REQUIRED FOR SUBCONSULTANT – <u>DOCUMENTS ARE NOT TO BE INCLUDED IN RESPONSE IF THIS COLUMN IS NOT CHECKED.</u>
	<b>IMPORTANT – SECTION E SHALL INCLUDE ALL TEAM MEMBERS STATED IN ORGANIZATIONAL CHART FOR <u>BIDDER AND SUBCONSULTANTS PROVIDING OVER 10% OF THE SERVICES AND MATCH THE LICENSES SUBMITTED.</u></b>		<b>PERSONNEL IDENTIFIED ON THE ORG CHART PART I SECTION D DOCUMENTS ARE OMITTED</b>		
III	<p><b>SF330 – Section F – Example Projects –</b></p> <p>The example projects for the Bidder shall be directly related to FIVE (5) PAST YEARS <b><u>COMPLETED</u></b> experience pertaining to Project Management for Hydrological Modeling Projects in South/Southwest Florida region which include the following: 1) Hydrological Modeling, gathering biological indicator data and comparing model calibration to ecological indicators, 2) Experience with local and regional historic land-use and habitat mapping protocols, 3) Modeling of hydropatterns for plans of similar scale and scope, 4) Advanced hydrologic modeling capabilities: familiar with MIKE SHE, MIKE 11 and MIKE Hydro models, and 5)GIS capabilities to do mapping , GIS modeling, scale and spatial analysis (6) hydropattern mapping projects of similar scope and scale, and at least one (1) team member shall have participated in each referenced project. The completion timeframe for referenced experience identified for this requirement is 2014 through 2020.</p> <p>1) Each example project <b>SHALL INCLUDE</b> a project owner, point of contact name, <b>EMAIL ADDRESS</b></p>	<b><u>2 PAGE LIMIT PER PROJECT</u></b>	<b>REJECT</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

SECTION	RESPONSE SECTION / REQUIREMENTS	<u>PAGE LIMIT</u>	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE ESTABLISHED DUE DATE AND TIME	SUBMISSION REQUIRED FOR PRIME BIDDER	SUBMISSION REQUIRED FOR SUBCONSULTANT – <u>DOCUMENTS ARE NOT TO BE INCLUDED IN RESPONSE IF THIS COLUMN IS NOT CHECKED.</u>
	<p><b><u>OR FAX NUMBER</u></b>, and a telephone number.</p> <p>2) Information shall include a description of the project, date of completion, and cost of completed project.</p> <p>3) Bidder MAY include additional project information behind the respective Section F form <b><u>but each project shall not exceed 2 pages.</u></b></p> <p><b><u>MAXIMUM OF FIVE (5) PROJECT EXAMPLES FOR THE PRIME BIDDER.</u></b></p> <p><b><u>MAXIMUM OF TWO (2) RELATED PROJECTS MAY BE SUBMITTED FOR EACH SUBCONSULTANT PROVIDING OVER 10% OF THE SERVICE.</u></b></p>				
III	<p><b>SF330 – Section G – Key Personnel Participation in Example Projects.</b> At least one (1) team member shall have participated in the example projects.</p>	<b><u>1 PAGE PER FIRM</u></b>	NOT MATERIAL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
III	<p><b>SF330 – Section H – Additional Information</b>, if required</p>	<b><u>5 PAGE LIMIT</u></b>	NOT MATERIAL AND IF DEEMED APPLICABLE BY BIDDER	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
III	<p><b>SF330 – Section I – Authorized Representative Signature Page</b> - Signed</p>	<b><u>1 PAGE LIMIT</u></b>	NOT MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
III	<p><b>SF330 – Architect – Engineer Qualifications – PART II</b> - Signed</p>	<b><u>2 PAGE LIMIT PER FIRM</u></b>	NOT MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
IV	<p><b>Project Approach:</b> Describe in narrative form, a project approach which summarizes the</p>	<b><u>5 PAGE LIMIT</u></b>	REJECT	<input checked="" type="checkbox"/>	<input type="checkbox"/>

SECTION	RESPONSE SECTION / REQUIREMENTS	<u>PAGE LIMIT</u>	RESULT OF BIDDER'S OMISSION; OR SUBMITTING INCORRECTLY; AND/OR SUBMITTING INCOMPLETE RESPONSE TO THE COMPONENT PRIOR TO THE ESTABLISHED DUE DATE AND TIME	SUBMISSION REQUIRED FOR PRIME BIDDER	SUBMISSION REQUIRED FOR SUBCONSULTANT – DOCUMENTS ARE NOT TO BE INCLUDED IN RESPONSE IF THIS COLUMN IS NOT CHECKED.
	<p>Consultant's vision of the project, demonstrating an understanding of the methods of conducting the project, and forecasting the completed project outcome.</p> <p>Identify a project plan with enumerated task activities contemplated to accomplish the project as defined with proposed deliverables.</p>				
V	<p><b>Proposed Response Timeline:</b> Describe in Gantt Chart Format, the anticipated project schedule, with incremental components, from project award through completion.</p>	<u>3 PAGE LIMIT</u>	REJECT	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Failure to submit any one of the above requirements and/or completed documents by the bidder AND within the required timeframe shall constitute grounds for rejection of the Bidder's response.**

**EVALUATION PROCESS  
SOUTH LEE COUNTY WATERSHED  
SOLICITATION U2019106/ENG-LEEWATERSHED/1536**

**1) SUBMITTAL PACKAGE QUALIFICATION PROCESS**

- a) Procurement Staff will review and verify all Submittal Packages for:
  - i) Compliance with the Solicitation Document, Submittal Package Requirements Section; and
  - ii) Compliance with the Solicitation Package Requirements, which shall include verification that the Bidders meet all stated Minimum Qualification Requirements.
- b) If necessary, the City may conduct discussions with Bidders to further clarify the Bidder's response as may be necessary.

**2) REFERENCE SURVEYS**

- a) As applicable, Procurement will process Reference Surveys for all submittal packages verified to be in compliance with the Submittal Package and Solicitation Package requirements.
- b) In the event the Bidder has performed work for the City of Punta Gorda, the City's experience shall be considered when evaluating references for determining a responsible Bidder. The City reserves the right to utilize other sources (i.e. Better Business Bureau, State/Federal databases, etc) for determining a responsible Bidder.

**3) DISTRIBUTION OF SUBMITTAL PACKAGES FOR EVALUATION**

- a) The Procurement Office will distribute evaluation packages to the respective department for evaluation and recommendation for award. Bidder's responsiveness to the specifications shall be determined during the evaluation phase.
- b) The recommendation for award shall be submitted to the appropriate level of award authority for approval of award.
- c) The City shall consider the qualifications of the Bidder, subConsultants, suppliers and proposed manufacturers in the evaluation of Submittal Packages. The City may conduct such investigations as deemed necessary to establish the responsible qualifications and financial ability of the Bidders, proposed subConsultants, suppliers and proposed manufacturers. The City reserves the right to reject the response of any Bidder who is not deemed acceptable by the City.

**4) EVALUATION PROCESS**

- a) Procurement Staff will perform pre-qualification efforts for all responses to verify compliance with the solicitation package. This shall include verification of: 1) Review of all stated requirements and supporting documentation in accordance with the stated response format; 2) Reference Surveys; 3) Verification of all licenses and current business registration with the State of Florida.
- b) Discussions may be conducted with Bidders to further clarify the City's requirements and the Bidder's response.
- c) Procurement will present to the Evaluation and Selection Committee (ESC) the results of the pre-qualification efforts performed and the responses. The ESC will determine those responses pre-qualified for the evaluation process.
- d) The ESC will evaluate pre-qualified written responses based on, but shall not be limited to, the criteria indicated below. Evaluation shall be based on the ESC's ability to identify and ascertain the Bidder's qualifications applicable to the scope and nature of the services specified in this request. The evaluation criterion indicates the weights, which will be utilized by the City in the evaluation of the proposals. The correctness, ability to follow directions and quality control of the submittal package will be considered in the evaluation of the Bidder's qualifications.

Evaluation Criteria	Weight
<b>Bidder's Qualification</b> to include Team Organization, Management, General Qualifications, Recent/Current/Projected Workloads, Location of Working Office, Budget Requirements, and Performance Questionnaire in Bidder's Response Form. Consideration will also be given for the accuracy/correctness and quality control demonstrated in the submittal package (Section I)	40
<b>Key Staff Qualifications (Section II)</b> Team should have the requisite experience and education to handle this interdisciplinary project (such as Project Manager, Experienced Hydrologic Modelers, GIS professionals, Environmental/Wetland Scientists, Ecologists, Geologists, Field Technician, and Soil Technician). Advanced hydrologic modeling capabilities: familiar with MIKE SHE, MIKE 11 and MIKE Hydro models. GIS capabilities to do mapping, GIS modeling, and GIS spatial analysis.	15
<b>Project Experience and References (Section III)</b> The Consultant and staff should have documented and demonstrated at least 5 years of experience with Project management for Hydrological modeling Projects in the Estero Bay Watershed region Also, (1) Hydrological Modeling. (2) Gathering biological indicator data and comparing model calibration to ecological indicators (3) Experience with local and regional historic land-use and habitat mapping protocols, and 4) Advanced hydrologic modeling capabilities: familiar with MIKE SHE, MIKE 11 and MIKE Hydro models (5) GIS capabilities to do mapping, GIS modeling, and spatial analysis, and (6) Hydropattern mapping projects of similar scope and scale	15
<b>Detailed Project Approach (Section IV)</b>	20
<b>Detailed Project Timeline (Section V)</b>	10
<b>Bonus Points</b>	
Volume of work previously awarded to the Bidder by the City within the last three (3) years: 5 - \$0 - \$50,000      4 - \$50,001 - \$100,000      3 - \$100,001 - \$200,000 2 - \$200,001 - \$350,000      1 - \$350,001 - \$500,000      0 - \$500,001 +	Maximum 5 points
Bidder or sub-consultant (providing more than 10% of services) a Certified Minority Business Enterprises registered with the State of Florida's Office of Diversity – Copies of Certification shall be included in the response.	Maximum 5 points

- e) The ESC will score their evaluation independently through raw scores and the raw scores will be converted to ordinal scores.
- i) Raw Scores:
- (1) ESC members will score each Bidder 0 through 5 (5 being the highest score) on each criteria, unless the score for the criteria score is processed with a calculated formula (examples may include: price, timeframes, etc).
  - (2) The score will be multiplied by the criteria weight. The total raw score points obtainable is 500 and bonus points will be added to the total points scored.
  - (3) Each total raw score will be converted to an ordinal score.
- ii) Ordinal Scores are determined as the order of preference based on the individual member's raw scores.
- (1) The highest raw score will receive an ordinal score of one, 2<sup>nd</sup> highest raw score will receive an ordinal score of 2, and so on.
  - (2) The individual ordinal score for each bidder by each committee member are added together for a total ordinal score.



(3) The lowest total ordinal score will be ranked as #1, 2<sup>nd</sup> lowest ranked as #2 and so on.

iii) The ESC will meet in a public meeting to discuss the responses, scoring, ranking, and all other issues related to the project. The committee members have the right to either:

(1) Adjust their scoring based on committee discussion;

(2) Rerank the bidders based on committee discussion; or

(3) Determine a ranking by the consensus of the committee.

iv) Discussions may be conducted with these Bidders to further clarify the City's requirements and the Bidder's proposals.

f) The ESC shall prepare a "shortlist" of highest ranked Bidders based on the written response evaluation.

g) Presentations/Interviews- After reviewing submissions, the City may request presentations/interviews with either the short listed or top ranked Bidder(s) to further clarify the City's requirements, the Bidder's response and/or requested more detailed information. Therefore, the Bidder shall have officials of the appropriate management level present and representing the firm, if a presentations/interviews is scheduled by the City. All costs associated with the presentations/interviews shall be borne by the Bidder.

Presentations/Interviews may include, but not be limited to, a presentations/interviews from the Bidder and questions from City. City will make an effort to provide questions to be addressed in these sessions to the respective Bidders prior to the session. Bidders shall address all questions provided in their presentations/interviews and made available in handouts and on digital format. City will make an effort to provide at least three (3) days notice to respective Respondents prior to their scheduled presentations/interviews date.

The ESC will evaluate and score all presentations/interviews based on criteria determined by the ESC prior to the presentations/interviews date.

h) The ESC may present the short-listed firms to the City Council for approval and direction for negotiations or enter into negotiations with the top ranked firm.

i) The negotiated Agreement will be presented to appropriate authority for final approval and award.

**BIDDER'S RESPONSE FORM  
CITY OF PUNTA GORDA, FLORIDA  
SOUTH LEE COUNTY WATERSHED  
U2019106/ENG-LEEWATERSHED/1536**

<b>Bidder's (BUSINESS) Name:</b>		<b>Print name of Bidder's Authorized Agent responding to solicitation:</b>	
<b>Bidder's Mailing Address:</b>		<b>Bidder's Physical Address:</b>	
<b>Bidder's Contact Numbers</b>  <b>Phone:</b> (    )  <b>Fax:</b> (    )		<b>Authorized Agent's email address:</b>	
<b>DUNS Number:</b>	<b>Federal ID Number (If SSN leave blank):</b>	<b>System for Award Management CAGE Code:</b>	
<b>1) Is the Authorized Agent responsible for receiving and responding to ALL correspondence relating to this solicitation?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No – If no, complete 3			
<b>2) Is the contact information stated above correct for the Authorized Agent?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No - If no, complete 4			
<b>3) Provide contact information for receiving and responding to ALL correspondence relating to this solicitation:</b> Name:  Mailing Address:  Phone (    )                      Email address:		<b>4) Provide the following contact information for the Authorized Agent?</b> Mailing Address:  Phone (    )                      Fax (    )	
<b>Physical Address of Prime Bidder's Office Location Providing Service:</b>			

All Solicitation Package forms shall be fully executed and submitted as specified in the Submittal Package Format Requirements section of this Solicitation Document. **SUBMITTAL PACKAGES NOT INCLUDING CITY FORMS SHALL BE REJECTED.** Any and all Submittal Packages, which do not comply with the Solicitation Package Requirements, shall be rejected. The City reserves the right to accept and/or reject any or all responses.

Submitting a Submittal Package in response to this Solicitation Package certifies the Bidder's Authorized Agent has read, understands and accepts the ENTIRE contents of this Solicitation Package, the Bidder's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package.

Addenda Acknowledgement: Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_ Addendum # \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## PROJECT TEAM

<b>PRIME BIDDER'S PROJECT TEAM</b> Name and Title	Years of Experience	City of office individual will work out of for this project	City individual's office is normally located

<b>PROPOSED PROJECT TEAM (Prime and Subconsultants)</b>			
Firm Name	Location	% of Work to be Provided	Services/Engineering Disciplines to be provided

Changes to the originally proposed project team (Consultant Key Personnel, Sub-consultants, Sub-Consultant Key Personnel, Principles, etc.) shall not be allowed prior to the award of the contract.

After award of contract - Changes to the originally proposed project team (Consultant Key personnel, Sub-consultants, Sub-consultant Key personnel, Principle, etc) shall be submitted to the City in writing. Acceptance of the change shall be the sole discretion of the City. In the event the City does not approve the amended project team, the City has the option to terminate the contract. The City will reimburse the awarded Consultant for the work completed up to the time of termination.

### **MINORITY BUSINESS ENTERPRISE**

Is the Bidder's firm or **subconsultant providing over 10% of services** is currently a State of Florida certified Minority Business Enterprise?

Prime Bidder     Yes     No    Subconsultant     Yes     No

Is a CURRENT copy of certification attached to the response?     Yes     No

Signature of Bidder: \_\_\_\_\_

1) MINIMUM QUALIFICATIONS REQUIREMENT: Bidder shall demonstrate a minimum of FIVE (5) PAST YEARS of similar experience pertaining to Project Management for Hydrological Modeling Projects in South/Southwest Florida region which include the following:

- (1) Hydrological Modeling, gathering biological indicator data and comparing model calibration to ecological indicators,
- (2) Experience with local and regional historic land-use and habitat mapping protocols,
- (3) Modeling of hydropatterns for plans of similar scale and scope,
- (4) Advanced hydrologic modeling capabilities: familiar with MIKE SHE, MIKE 11 and MIKE Hydro models.
- (5) GIS capabilities to do mapping, GIS modeling, and spatial analysis, and
- (6) Hydropattern mapping projects of similar scope and scale

INDICATE HYDROLOGICAL MODELING PROJECT(S) WHICH MEET ABOVE CRITERIA:

Owner: \_\_\_\_\_

Project Description: \_\_\_\_\_

Date of FINAL Construction: \_\_\_\_\_ SF330 Section F Project # \_\_\_\_\_

1. **DBE/MBE/WBE CERTIFICATION** – Bidder certifies they are a Disadvantage/Small Business Enterprise (DBE), Minority Business Enterprise (WBE) or Woman Owned Business Enterprise (WBE) Vendor.

Select: DBE \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_

Signature: \_\_\_\_\_

2. **PAYMENT TERMS** - Payment shall be in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes unless an early payment discount is offered and/or credit card payment is accepted.

- a. Early pay discount terms: \_\_\_\_\_ (example 2% 10 Net 30)  
NOTE: IF NO EARLY PAY DISCOUNTS OFFERED TERMS ARE NET 30 (FS Prompt Pay Act)  
i. Does the early pay discount apply to credit card payments? Yes \_\_\_\_\_ No \_\_\_\_\_

b. CREDIT CARD

- i. Does your company accept CREDIT CARD payments? Yes \_\_\_\_\_ No \_\_\_\_\_  
Credit card payments will be processed upon the City's inspection and acceptance of goods/services and receipt of invoice for payment. The City will not pay fees for credit card transactions.

- c. If the Bidder does not accept Credit Cards, the City will pay by Electronic Funds Transfer (EFT).

Bidder Accept EFT Payment? Yes \_\_\_\_\_ No \_\_\_\_\_

3. **RECORDS MANAGEMENT COMPLIANCE ELECTION**

Bidder **must** elect one of the following options for compliance with public records retention and management of public records in full compliance with Chapter 119 State Statute at the completion of the project. Refer to the Agreement, included in this solicitation, Article Miscellaneous, Section Public Records Compliance/Management for compliance requirements.

**OPTION 1:** CONSULTANT elects to submit ALL documentation related to this Agreement, inclusive of sub-contracts, in electronic format, which is acceptable to the City, to the CONTRACT ADMINISTRATOR. Final payment will not be processed without the CITY's receipt of all documentation.

**OPTION 2:** CONSULTANT elects to assume the responsibility to manage and retain ALL documentation related to this Agreement in full accordance with Chapter 119 State Statute and the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>)

4. **PERFORMANCE QUESTIONNAIRE – Bidders shall complete the questionnaire in its entirety:**

- a) Has the Bidder ever failed to complete a contract/project awarded to them?  
 No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for failure to complete: \_\_\_\_\_

- b) Has the Bidder ever defaulted on any awarded contract/project?  
 No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for default: \_\_\_\_\_

- c) Does the Bidder have current: 1) Outstanding contract claims against them by any Owner; or 2) contract litigation or dispute with any Owner; 3) Performance/Payment Bonds claims?  
 No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Provide a detailed description of current claims or ligation with contract/project Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- d) Does the Bidder have previous: 1) Contract claims against them by any Owner; or 2) Contract litigation or disputes with any Owner; 3) Performance/Payment Bonds claimed within the past THREE (3) YEARS?  
 No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Provide a detailed description of claims or ligation with any contract/project Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- e) Is the Bidder currently debarred or suspended from bidding on any governmental agencies solicitations?  
 No or  Yes – If YES, complete the following:

Project Description: \_\_\_\_\_ Owner: \_\_\_\_\_

Reason for debarment or suspension: \_\_\_\_\_

\_\_\_\_\_

## 5. SUBCONSULTANT AFFIDAVIT

MANDATORY: THIS SECTION MUST BE COMPLETED IN ORDER FOR YOUR RESPONSE TO BE CONSIDERED RESPONSIVE. The following work will be accomplished by the SubConsultants listed below:

- A.  Percentage of Work/Services to be performed by SubConsultants: \_\_\_\_\_; or  
B.  ALL Work/Services to be performed by the Bidder.

**SUBMISSION OF SUBCONSULTANT LIST** – Upon request by the City, the apparent low Bidder, and any other Bidder so requested, shall submit a list of all SubConsultants to the City within forty-eight (48) hours.

After due investigation, if the City has reasonable objection to any proposed SubConsultant, the City may request the apparent low Bidder to submit an acceptable substitute SubConsultant without an increase in the price(s) proposed. If the apparent low Bidder declines to make any such substitution, the City has the right to reject the Bidder's submittal package and consider the next lowest Bidder. Collection on the Bidder's Bid Bond/Surety will be pursued by the City. Any SubConsultant so listed and to whom the City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the City.

**NON-COLLUSION / LOBBYING CERTIFICATION**

\_\_\_\_\_, being the authorized Agent, certifies that:

He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Bidder that has submitted the attached Proposal;

**NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

**LOBBYING CERTIFICATION**

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

- (a) No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
- (b) If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
**(Title)**

## CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the City either directly or indirectly. Therefore, please indicate if the following applies:

### PART I.

I am an employee, public officer or advisory board member of the City  
\_\_\_\_\_ (List Position Or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City  
Name: \_\_\_\_\_

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
Name: \_\_\_\_\_

Respondent employs or contracts with an employee, public officer or advisory board member of the City  
Name: \_\_\_\_\_

None of The Above

### PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

**The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any vendors whose conflicts are not waived or exempt.**

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

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



## CERTIFIED RESOLUTION

I, \_\_\_\_\_ (Name), the duly elected Secretary of \_\_\_\_\_ (Corporate Title), a corporation organized and existing under the laws of the State of \_\_\_\_\_, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT \_\_\_\_\_ (Name)", the duly elected \_\_\_\_\_ (Title) of \_\_\_\_\_ (Officer) of \_\_\_\_\_ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Punta Gorda and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Punta Gorda shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE

Given under my hand and the Seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

(SEAL)  
Secretary

By: \_\_\_\_\_  
\_\_\_\_\_  
Corporate Title

**NOTE:**

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Punta Gorda that the person signing the Bid and Bid Bond (as applicable) for the corporation has been properly empowered by the corporation to do so in its behalf.

**PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

In accordance with Section 287.135(2) of the Florida Statutes, "[a] company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

- (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- (b) One million dollars or more if, at the time of bidding on, or submitting a proposal for, or entering into or renewing such contract, the company:

- 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or
- 2. Is engaged in business operations in Cuba or Syria." Section 215.473 of the Florida Statutes defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."

By submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law above are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, by submitting a response to this solicitation, a respondent certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

Any respondent awarded a Contract as a result of this solicitation shall be required to recertify the aforementioned certifications at each renewal of the Contract. The City may terminate any contract resulting from this solicitation if respondent or any of those related entities of respondent as defined above by Florida law are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in Section 287.135(4) of the Florida Statutes are met.

Accordingly, firms responding to this solicitation shall execute and return with their response an executed copy of the attached, Certification Regarding Prohibition Against Contracting With Scrutinized Companies. A contract shall not be awarded to a Respondent who does not submit the certification form at the time of submittal or within five (5) business days date the City requests the certification form be submitted, if a Respondent fails to return the form with its response.

Name of Bidder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**QUALIFICATIONS STATEMENT  
SOLICITATION U2019106/ENG-LEEWATERSHED/1536**

The undersigned attest to his/her authority to submit a response and to bind the firm herein named to perform as per contract, if the firm is awarded the Contract by the City. The undersigned further certified that he/she has read the Solicitation Document and all other documentation relating to this request, and this response is submitted with full knowledge and understanding of the requirements and time constraints noted herein. The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

**SUBMITTED TO:** CITY OF PUNTA GORDA  
Procurement Manager  
326 W. Marion Avenue  
Punta Gorda, Florida 33950

**CHECK ONE:**  
 Corporation  
 Partnership  
 Individual  
 Joint Venture  
 Other

**SUBMITTED BY:**  
NAME:  
ADDRESS:  
PRINCIPLE OFFICE:

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is:

--

The address of the principal place of business is:

--

If the Bidder is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's Name: \_\_\_\_\_
- d. Vice President's Name: \_\_\_\_\_
- e. Secretary's Name: \_\_\_\_\_
- f. Treasurer's Name: \_\_\_\_\_
- g. Name and address of Resident Agent: \_\_\_\_\_

If Bidder is an individual or partnership, answer the following:

- a. Date of Organization: \_\_\_\_\_
- b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

If Bidder is other than an individual, corporation partnership, describe the organization and give the name and address of principals:

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If Bidder is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

---

Under what other former names has your organization operated?

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The Bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualification to perform under the contract shall cause the owner to reject the proposal, and if after the award to cancel and terminate the award and/or contract.

\_\_\_\_\_  
Signature

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
- (b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subConsultant, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Punta Gorda.

The Bidder must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Punta Gorda. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Punta Gorda, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

\_\_\_\_\_  
Company (Bidder) Name

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Federal Issued Tax  
Identification Number  
(If Social Security number  
DO NOT enter)

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
CAGE Code issued through [www.sam.gov](http://www.sam.gov)

\_\_\_\_\_  
Date

**ACKNOWLEDGEMENT OF TERMS, CONDITIONS, AND GRANT CLAUSES**  
**Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement**

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Punta Gorda for review and approval. The bidder agrees to include in the subcontract that:

- (1) the subConsultant is bound by the terms of this Agreement;
- (2) the subConsultant is bound by all applicable state and federal laws and regulations; and
- (3) the subConsultant shall hold the City of Punta Gorda, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subConsultant's performance of work under this Agreement, to the extent allowed and required by law.

**Grant Conditions and Federal Provisions**

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

\_\_\_\_\_  
Company (Bidder) Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Authorized Representative Signature

**FEDERAL NON-COLLUSION / LOBBYING CERTIFICATION**

\_\_\_\_\_, being the authorized Agent, certifies that:  
He/she is the \_\_\_\_\_, (Owner,  
Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Bidder that has  
submitted the attached Proposal;

**NON-COLLUSION PROVISION CERTIFICATION**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

**LOBBYING CERTIFICATION**

"The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure."

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)