



CITY OF VENICE, FLORIDA

Purchasing Department

**401 W. Venice Avenue
Venice, FL 34285**

Invitation to Bid

ITB Number 2981-14

Date of Issue: February 12, 2014

Submission Deadline: March 5, 2014 at 2:00 PM

Title and Purpose of ITB:

Laboratory Testing Services

INVITATION TO BID

The City of Venice invites sealed bids from qualified bidders to provide the following goods or services, which is described in detail in the Specifications.

Bid No.: 2981-14

Bid Title: Laboratory Testing Services

PROJECT DESCRIPTION: The City of Venice (City) is seeking qualified firms to perform all the water and wastewater analysis and testing for its Utilities Department. This testing includes all water quality and related analysis for the City's 6.0 MGD Eastside Water Reclamation Facility (WRF) which is an advanced wastewater treatment facility and includes an extensive reuse system with multiple monitoring wells and an intermittently used surface water discharge. The testing also includes all testing for the City's 4.48 MGD Reverse Osmosis Water Treatment Plant which is supplied by 14 water supply wells, miscellaneous monitoring wells and discharges concentrate to a surface water discharge.

BID OPENING LOCATION: City of Venice, Venice City Hall, Community Hall, room # 114, 401 W. Venice Ave., Venice FL 34285

BID SUBMITTAL DEADLINE & BID OPENING DATE & TIME: March 5, 2014 at 2:00 PM

All questions, comments, or concerns about this ITB must be submitted in writing to Mr. Peter Boers, Finance- Procurement Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285 or e-mail at pboers@venicegov.com. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be February 26, 2014 by 1:00 p.m.**

Specifications and Bid documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at <http://www.demandstar.com>. Proposers may also pick up Bid documents at the City of Venice Purchasing Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 486-2626 Ext. 24002 at no charge.

Bids must be submitted in **four sets** and at least one set must bear an original signature, in a sealed envelope marked **"INVITATION TO BID # 2981-14: "LABORATORY TESTING SERVICES"** and mailed or delivered to the City of Venice- Purchasing Department, 401 W. Venice Ave. Room # 204, Venice, FL 34285, no later than the deadline specified. The City assumes no responsibility for bids received after the bid submittal time or at any location other than that specified, no matter what the reason. Late bids will be held unopened and will not be considered for award.

No bid will be received after the specified time for acceptance and no bidder may withdraw his bid within a period of one-hundred and eighty (180) days after the actual date of opening thereof.

Bids will be considered only from bidders who have the applicable license, if a license is required by the City of Venice and/or State of Florida, for the type of work specified. A copy of the applicable license must be submitted with bid if a license is required.

The City reserves the right to reject any or all bids in whole or in part, with or without cause, to waive any requirements, irregularities or technical defects therein, when it is deemed to be in the interest of the City.

CITY OF VENICE, FLORIDA

Publish: Wednesday, February 12, 2014
Saturday, February 15, 2014

INVITATION TO BID
CITY OF VENICE, FLORIDA

ITB# 2981-14

Laboratory Testing Services

**SECTION 1: GENERAL CONDITIONS & INSTRUCTIONS TO
OFFERORS**

DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Venice (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Venice, a municipal corporation of the State of Florida. The term "ITB" refers to this Sealed INVITATION TO BID. The term "solicitation" refers to the entire ITB package and the Offeror's submittal as a response to this ITB. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation. The term "Department" refers to the State of Florida Department of Transportation.

1. OFFEROR REGISTRATION

Offerors who obtain solicitation documents from sources other than the City or download from <http://www.demandstar.com/> must officially register receipt of the solicitation with the City's Procurement- Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The City of Venice is not responsible for the accuracy of bid documents and information obtained from any source other than <http://www.demandstar.com/>.

2. CONTACT

All prospective Offerors are hereby instructed not to contact any member of the City of Venice City Council, City Manager, or City of Venice staff member other than the contact person indicated in this ITB regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

3. ADDENDA AND INQUIRIES

- 3.1 If there is any doubt as to the true meaning of the specifications and information provided, Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement- Finance Department, 401 West Venice Avenue, Room # 204 Venice, FL 34285, Fax No. (941) 486-2790. The City will respond to written or faxed inquiries received by the posted deadline for questions. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this

condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.

- 3.2 Any change to this solicitation shall be made by addenda duly issued to each registered Offeror. Receipt of such addenda must be so noted on or within your response. It is the Offeror's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.

- 3.3 Oral Inquiries: The City will not respond to oral inquiries.

4. PUBLIC OPENING

Submittals shall be received in the Procurement- Finance Department, 401 W. Venice Ave, Venice, FL 34285 by the date and time indicated on these documents. As soon as possible thereafter, the names of the Offerors and their proposed bid amount shall be read off at the specified location.

5. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to send submittal:

Procurement- Finance Department
City of Venice
401 W. Venice Ave, Room # 204.
Venice, FL 34285

- 6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror's name and return address.
- 6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.
- 6.4 Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of one-hundred-eighty (180) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No Offeror may withdraw their proposal during this one-hundred-eighty (180) day period.
- 6.5 Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.
- 6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.
- 6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Department by the date and time specified for opening.

- 6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.

7. PRICES, TERMS AND PAYMENT:

Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.

- 7.1 BID PRICE/MISTAKES: The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.
- 7.2 INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY. The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards, check or the ACH (Automated Clearing House) process. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. **No surcharges will be accepted for the use of purchasing cards.**
- 7.3 TAXES: The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

8. CONDITION AND PRICING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

9. SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards

10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit

competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director or designated representative.

11. DELIVERY:

All prices shall be F.O.B. Destination, Venice, Florida. Delivery date and warranties must be written out and submitted with bids. Delivery dates, as specified, must be met.

12. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

13. SUBMITTAL PREPARATION COST

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

14. ACCURACY OF SUBMITTAL INFORMATION

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

15. LICENSES

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

16. LOCAL PREFERENCE

16.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to

other types of solicitations unless explicitly stated in the subject solicitation.

16.2 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.

16.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.

16.4 In the event the local office is not the primary location of the vendor, at least ten percent (10%) of the vendor's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.

16.5 Offerors wishing to be given preference as a local business must submit **with their offer**, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.

16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.

16.7 Information regarding Sarasota County's Local Business Tax can be found at www.sarasotataxcollector.governmentmax.com.

16.8 In case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.

17. POSTING OF NOTICE OF INTENT

A notice of intent for award will be posted for review by interested parties in City Hall and/or on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

18. PUBLIC RECORDS/TABULATION

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within thirty (30) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on Demand Star at their Internet Website at

<http://www.demandstar.com/>.

19. RESERVED RIGHTS

- 19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.
- 19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.
- 19.4 The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency.

20. INDEMNIFICATION/HOLD HARMLESS

The Offeror shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Offeror, its sub-consultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

21. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT

- 21.1 Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these

documents to be a major irregularity and may be cause for rejection of their submittal.

- 21.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Offeror, supplier, Sub-Offeror, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 21.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-Offeror who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Offeror acceptable to the City.

22. GRATUITIES AND KICKBACKS

- 22.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.
- 22.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Offeror under a Contract to Offeror or higher tier Sub-Offeror any person associated therewith, as an inducement of the award of a subcontract or order.
- 22.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

23. EQUAL EMPLOYMENT OPPORTUNITY

Offeror shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor

Regulations as applicable.

24. 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 contracts entered into prior to:

October 1, 1975.
Qualification for elective office.
Appointment to public office.
Beginning public employment

25. DRUG FREE WORKPLACE:

The City of Venice has adopted a policy in observance of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Venice workplace.

The City of Venice requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

26. APPLICABLE LAWS

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Offeror and the City for any terms and conditions not specifically stated within the context of this contract.

27. COMPETENT PERSONNEL

All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

28. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

28.1 Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

28.2 The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services.

29. SPECIFICATIONS

29.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

29.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

30. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Offeror.

31. ACCEPTING CONTENT OF PROPOSAL

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential manner as requested in the "Submittal Format and Requirements" section of this solicitation.

32. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Venice is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal 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.

33. ASSIGNMENT

33.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

33.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

34. SOLICITATION FORMS

34.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.

34.2 This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.

34.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.

35. DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR ADVISORY BOARD MEMBER OF CITY

35.1 Sections 112.313(3) and 112.313(7), Florida

Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City.

Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.

35.2 Bid is awarded under a sealed, competitive Proposal to lowest or best Proposer system. Advisory board member is required to, prior to or at the time of the submission of the proposal, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the City's Procurement- Finance Department.

35.3 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

35.4 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Proposer.

36. BID PROTESTS

In any case where a bidder wishes to protest either the results of or the intended disposition of any bid, the bidder must:

36.1 File a written notice to the City Manager of the bidder's intention to protest within one (1) business day of the bid opening or the City's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.

36.2 Within five (5) days of filing the written notice of intent to protest, the protester shall file a formal written protest with the City Manager, acting as the bid protest officer, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the City's Finance Department.

- 36.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt.
- 36.4 Upon timely receipt of the formal written protest and protest bond, the City must:
- (1) Issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten (10) business days of the City's receipt of the protest.
 - (2) Within two (2) business days of receipt of the formal findings of fact and written decision, the City shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.
- 36.5 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to

the City in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester.

37. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, 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 Section 215.473, F.S., is ineligible for, 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 \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The CITY agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of the PROJECT.

END OF SECTION

SECTION 2: INSURANCE INFORMATION

“ATTACHMENT A”

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability).
2. The City of Venice shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

The City of Venice
401 W. Venice Avenue
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

3. The “Acord” certification of insurance form should be used.
4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
5. Policy Form:
 - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
 - b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.

END OF SECTION

SECTION 3: SCOPE OF SERVICES

The Intent of this solicitation is to secure qualified vendor(s) to provide all the water and wastewater analysis and testing for its Utilities Department. The City may award to one or more vendors submitting the lowest responsive and responsible bid for Bid Form A: Water Production (RO) Testing, and Bid Form B: Wastewater (WRF) Testing. Bidders may submit bids for either Bid Form A or Bid form B or both bid forms to be considered for award.

A. GENERAL DESCRIPTION OF SAMPLING AND TESTING

Reverse Osmosis Water Treatment Plant:

Weekly & Monthly:

- 1) RO concentrate compliance testing for NPDES surface water discharge permit.
- 2) Bacteriological samples, Well water and distribution system.
- 3) Production well water quality testing for compliance with SWFWMD Water Use Permit.
- 4) Monitor well water quality for compliance with SWFWMD Water Use Permit.
- 5) Main break bacteriological testing, as required

Quarterly:

- 6) Ambient water quality testing (compliance) per NPDES surface water discharge permit.

Bi-annual:

- 7) Testing for bio-assy (Whole Effluent Toxicity) on RO concentrate (compliance).

Annual:

- 8) Disinfection by-product analysis.
- 9) Other miscellaneous testing- per DEP compliance (i.e. Lead and Copper, Nitrate/Nitrites, VOC's, etc.) as required.

Eastside WRF

Weekly & Monthly:

- 1) Influent wastewater analysis
- 2) Effluent wastewater analysis
- 3) Monitoring well analysis

Quarterly and Annual:

- 4) Biosolids and calibration of standards
- 5) Surface water discharge sampling

B. LABORATORY MINIMUM STANDARDS AND PERFORMANCE REQUIREMENTS

1. Laboratory must comply with all regulations of the Florida Department of Environmental Protection (FDEP), United States Environmental Protection Agency (USEPA), Southwest Florida Water Management District (SWFWMD), Florida Department of Health in Sarasota County (FDOH) and other applicable agencies in the performance of the requested work.
2. The cost of all sample containers, paperwork, coolers, shipping kits and preservatives will be included in the cost of the sample analysis.
3. The laboratory will pay all shipping charges to and from designated pickup locations. A local contact shall be designated for pickup of samples if requested.
4. The report delivery time for routine parameter testing must not exceed 14 calendar days. Electronic reporting in .pdf or similar City approved format is acceptable for meeting this turn-around requirement. Hard copies of reports are to be provided upon request for test results in addition to electronic reports. Exceptions will be granted for those analytes that the City agrees require more than 14 calendar days for the analyses to be completed.
5. In the event the laboratory fails to comply with these requirements, the City shall issue to the laboratory a written warning describing such failure. Should the laboratory's non-compliance continue for four (4) consecutive weeks, with written warnings, the City will have the option to deduct from the invoice of reports not meeting the requirement and amount equal to 10% of the invoice total. Persistent and repeated failure of the laboratory to comply with the 14 calendar day turnaround time in any 3 month interval may result in termination of the contract.
6. Report formats are to be in a standard lab format that meets NELAC requirements. In addition, special report formats include USEPA, FDEP and FDOH formats. The laboratory may be asked to also furnish copies of raw data records sheets, result calculations, etc. for any samples submitted. All reports shall include a copy of the chain-of-custody form submitted with the samples.
7. All analytical methods used shall be state and USEPA approved methodologies as specified in NELAC requirements.
8. All uses of a subcontract laboratory shall be approved by the City prior to any analyses by the subcontract laboratory.
9. All samples identified by the Reverse Osmosis Water Treatment Plant shall be picked up from 200 North Warfield Avenue, Venice, Florida, 34285.
10. All samples identified by the Eastside WRF shall be picked up from 3510 Laurel Road East, Nokomis, Florida, 34275.
11. The City shall collect all samples not collected by the laboratory in the bottles or sample containers provided by the laboratory.
12. The laboratory shall collect the following samples;
 - a. RO Concentrate
 - i. Grab samples of pH, DO, Chlorine Residual, Low MDL
 - ii. The remaining parameters collected via City furnished composite sampler.
 - b. Ambient Water (Intracoastal Waterway) testing requires samples be taken at multiple locations adjacent to City outfalls via laboratory provided vessel.
13. Testing on all samples shall be completed within USEPA holding times.
14. Samples shall be taken at times of day and days of the week as determined by the City with the laboratory being responsible for ensuring that the samples are picked up by the laboratory in a time frame which allows the testing to be completed within required holding times.

END OF SECTION

SECTION 4: BID INFORMATION

BID INFORMATION:

Bids are mailed or delivered to the following address:
Procurement- Finance Department
Room # 204
401 W. Venice Avenue
Venice, FL 34285

BID OPENING:

There will be a public bid opening at the date and time stated in the Invitation to Bid.

QUESTIONS AND ANSWERS:

Any and all questions must be submitted in writing and addressed to:

Peter Boers
Procurement- Finance Department
City of Venice
401 W. Venice Avenue
Venice, FL 34285
Tel: 941-486-2626 ext 24002
Fax: 941-486-2790
E-mail: pboers@venicegov.com

All questions submitted will be answered in writing and an Addendum will be sent to all prospective bidders.

THE DEADLINE FOR QUESTIONS CONCERNING THIS ITB IS:

February 26, 2014 at 1:00 PM

END OF SECTION

APPENDIX

REQUIRED FORMS LIST

Each respondent shall return the required information forms as attached:

- Local Preference Form
- Qualifications Statement
- Co-operative Procurement with Other Jurisdictions
- Form 3A- Interest in Competitive Bid for Public Business
- Indemnification/Hold Harmless
- Statement of References for Contractor
- Contractor's Statement of Sub-contractors
- Drug Free Workplace Certification
- Non-Collusive Affidavit
- Public Entity Crime Information
- Statement of "No Bid" (if applicable)
- Bid Forms A and/or B

All required forms are included in this package. All forms must be filled out and returned with the firm's proposal.

Failure to do so will result in the firm being considered non-responsive and their proposal will be disallowed.

HOW DO I DETERMINE “LOCAL PREFERENCE”

The following questions will help you determine local preference for your company. Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.
ONLY if you answer **YES** to questions 1 through 4, may you proceed to question 5.
If you answer **YES** to any questions 5 through 7, local preference applies.
If you are unsure of how to answer any questions, please contact the City of Venice’s Purchasing Department at 941-486-2626.

Questions 1 – 4

1. Have you paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not have a local business tax) authorizing your company to provide goods or services described in this solicitation ?

YES ☐ If “yes”, proceed to question 2.

NO ☐ If “no”, **STOP, local preference does not apply.**

* If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.

2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County ?

YES ☐ If “yes”, proceed to question 3.

NO ☐ If “no”, **STOP, local preference does not apply.**

3. Does your local business office (identified in question 2) have a least one full time employee ?

YES ☐ If “yes”, proceed to question 4.

NO ☐ If “no”, **STOP, local preference does not apply.**

4. Do at least fifty percent (50%) of your company employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County ?

YES ☐ If “yes”, proceed to question 5.

NO ☐ If no, **STOP, local preference does not apply.**

Questions 5 – 7

5. Is your local business office (identified in question 2) the primary location (headquarters) of your company ?

YES ☐ If “yes”, **STOP, local preference applies.**

NO ☐ If “no”, proceed to question 6.

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location ?

YES ☐ If "yes", STOP, local preference applies

NO ☐ If "no", proceed to question 7

7. If your local business office is not the primary location of your company, does at least one corporate officer, managing partner or principal owner of the company reside in Sarasota, Manatee, DeSoto or Charlotte County ?

YES ☐ If "yes", STOP, local preference applies

NO ☐ If "no", local preference does not apply.

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QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: CITY OF VENICE
Procurement- Finance Department
401 W. Venice Avenue
Venice, Florida 34285

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 Offeror is: _____

The address of the principal place of business is: _____

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

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If Offeror 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?

a. Under what other former names has your organization operated?

ACKNOWLEDGEMENT

State of _____

County of _____



SS.

On this the _____ day of _____, 2014, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☐ Produced Identification: _____ ☐ **DID** take an oath, or ☐ **DID NOT** take an oath

COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

Yes _____ No _____

AUTHORIZED SIGNATURE

By submission of the ITB, the undersigned certifies that:

1. He/She has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Venice, Florida employee or official or to any current consultant to the City of Venice, Florida;
2. He/She has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract to any broker or agent or any other person;
3. The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition.
4. He/She has the full authority of the Offeror or to execute the proposal and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME — FIRST NAME — MIDDLE INITIAL			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

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

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by § 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____ _____		
b. The realty, goods, and / or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? ☐ Yes ☐ No. If so, how often?		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Department of State in Room 316, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.017, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

CE FORM 3A — REV. 1-95

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

INDEMNIFICATION/HOLD HARMLESS

The elected firm shall (if required by City) defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-Offerrors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

I, _____, being an authorized representative of the firm of
_____ located at City
_____, State _____, Zip Code _____ Phone:
_____ Fax: _____. Having read and
understood the contents above, hereby submit accordingly as of this Date,
_____, 2014.

Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

STATEMENT OF REFERENCES
FOR CONTRACTOR

NAME OF CONTRACTOR: _____

BUSINESS ADDRESS: _____

How many years have you been engaged in the business under the present firm name? _____

List previous business experience: _____

List at least three construction references:

(1) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(2) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(3) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(4) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

CONTRACTOR'S STATEMENT OF
SUBCONTRACTORS TO BE USED FOR THIS WORK

NAME OF CONTRACTOR: _____

BUSINESS ADDRESS: _____

LIST SUBCONTRACTORS TO BE USED IN THE PROJECT:

(1) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

(2) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

(3) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

(4) Company Name: _____

Address: _____

Telephone: _____ Phase of Work Sublet: _____

DRUG FREE WORKPLACE CERTIFICATION

If identical tie bids exist, preference will be given to the vendor who submits a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Contractor's Name Signature

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

}

SS.

_____ being first duly sworn, deposes and says that:

1. He/she is the _____,
(Owner, Partner, Officer, Representative or Agent) of _____ the
Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all
pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or
parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed,
directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in
connection with the Work for which the attached Proposal has been submitted; or have in any manner,
directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly,
sought by agreement or collusion, or communication or conference with any Offeror, firm, or person to
fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or
cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any
person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

On this _____ day of _____, 2014, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of Individual(s) who appeared before notary) whose name(s) in/are Subscribed to the written instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☐ Produced Identification: _____ ☐ DID take an oath, or ☐ DID NOT take an oath

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a BID/ITB proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, _____, being an authorized representative
of the firm of _____, located at City:
_____ State: _____ Zip: _____, have
read and understand the contents of the Public Entity Crime Information and of this
formal BID/ITB package, hereby submit our proposal accordingly.

Signature: _____

Date: _____

Phone: _____

Fax: _____

Federal ID#: _____

NO BID RESPONSE

IMPORTANT: If you choose not to submit a bid for the attached "Invitation To Bid," please complete and return this form only on/before bid closing date. Failure to respond will result in your company being negatively registered as non-responsive. In the event five (5) "no responses" are posted, you will be automatically dropped from our mailing list for future solicitations for the described product/service.

Thank you for taking this opportunity to help us update and improve the solicitation process.

Bid Open/Close Date: **March 5, 2014 at 2:00 PM**

Bid Number: **2981-14**

Description: **Laboratory Testing Services**

Contact: Peter Boers, Procurement- Finance Department

Please check the appropriate response. We respectfully submit "No bid" for the following reason(s):

- ☐ 1. We are unable to meet the required delivery date
- ☐ 2. We cannot provide a product to meet the required specifications.
- ☐ 3. We no longer provide the requested product.
- ☐ 4. We do not represent the required brand name product.
- ☐ 5. The bid closing date does not allow adequate time to prepare a response.
- ☐ 6. The specifications are too restrictive.
- ☐ 7. We have chosen not to do business with the City
- ☐ 8. Other (feel free to provide our response on your company letterhead.)

Company Name _____ Vendor No. _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____

SAMPLE AGREEMENT

for

LABORATORY TESTING SERVICES

THIS AGREEMENT, made and entered into on this _____ day of _____ 2014, by and between **[name of firm] as the Primary vendor**, authorized to do business in the State of Florida, whose business address is [address with zip code], (the "Firm") and the City of Venice, a political subdivision of the State of Florida, (the "City"):

WITNESSETH:

1. **COMMENCEMENT**. The Firm shall commence the work upon City Council award. The Finance Director, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The Finance Director, or his designee, shall give the Firm written notice of the City's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.
2. **CONTRACT TERM**. The contract shall be for a three (3) year period, commencing on Date of Council award, and terminating three (3) years from that date. The City may, at its discretion and with the consent of the Firm, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year periods. The City shall give the Firm written notice of the City's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.
3. **STATEMENT OF WORK**. The Firm shall provide various categories of laboratory testing services as may be needed to support the City's Utilities departments in accordance with the terms and conditions of **Bid # 2981-14** and the Firm's proposal referred to herein and made an integral part of this agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Firm and the Contract Manager or his designee, in compliance with the City of Venice's Purchasing Policy and Administrative Procedures in effect at the time such services are authorized.
4. **COMPENSATION**. The City shall pay the Firm for the performance of this Agreement the aggregate of the units actually ordered and furnished at the unit prices (per Exhibit A – Bid Schedule), together with the cost of any other charges/fees submitted in the proposal.

Any City agency may purchase products and services under this contract, provided sufficient funds are included in their budget(s). Payment will be made upon receipt of a proper invoice and upon approval by the Contract Manager or his designee, and in compliance with Chapter 218,

Fla. Stats., otherwise known as the “Local Government Prompt Payment Act”.

4.1 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of “laches” as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

5. **SALES TAX.** Firm shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.
6. **NOTICES.** All notices from the City to the Firm shall be deemed duly served if mailed or faxed to the Supplier at the following Address:

[firm name and address]
ATTN: xxx xxxx
Telephone: (xxx) xxx-xxxx
Facsimile: (xxx) xxx-xxxx

All Notices from the Firm to the City shall be deemed duly served if mailed or faxed to the City to:

City of Venice
401 West Venice Avenue
Venice, Florida 34285
Phone: 941-486-2626
Fax: 941-496-2790

The Firm and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the City and the Firm or to constitute the Firm as an agent of the City.
8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Firm. Payment for all such permits issued by the City shall be processed internally by the City. All non- City permits necessary for the prosecution of the Work shall be procured and paid for by the Firm. The Firm shall also be solely responsible for payment of any and all taxes levied on the Firm. In addition, the Firm shall comply with all rules, regulations and laws of City of Venice, Sarasota County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Firm agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Firm.

9. **NO IMPROPER USE.** The Firm will not use, nor suffer or permit any person to use in any manner whatsoever, City facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Firm or if the City or its authorized representative shall deem any conduct on the part of the Firm to be objectionable or improper, the City shall have the right to suspend the contract of the Firm. Should the Firm fail to correct any such violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Firm further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the City.

10. **TERMINATION.** Should the Firm be found to have failed to perform his services in a manner satisfactory to the City as per this Agreement, the City may terminate said agreement for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

In the event that the City terminates this Agreement, Firm's recovery against the City shall be limited to that portion of the Contract Amount earned through the date of termination. The Firm shall not be entitled to any other or further recovery against the City, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Firm agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

12. **INSURANCE.** The Firm shall provide insurance as follows:

A. **Workers Compensation:** Company will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

B. **Business Auto Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

C. **Commercial General Liability** including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract, to include broad form property damage.

Special Requirements: City of Venice shall be listed as the Certificate Holder and

included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Firm during the duration of this Agreement. The Firm shall provide City with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the City ten (10) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. Firm shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Firm from its insurer, and nothing contained herein shall relieve Firm of this requirement to provide notice.

Firm shall ensure that all subcontractors/Consultants comply with the same insurance requirements that he is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Firm shall indemnify and hold harmless City of Venice, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Firm, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Supplier or anyone employed or utilized by the Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Venice.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Firm, City and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Firm. Firm's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the City or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of the City by the Contract Manager.
15. **CONFLICT OF INTEREST:** Firm represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Firm further represents that no

persons having any such interest shall be employed to perform those services.

16. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of the contract as if herein set out verbatim: Firm's Proposal, Insurance Certificate, Bid # 2981-14 Specifications/ Scope of Services and written response to questions in the form of addendum(s), Exhibit A Bid Schedule.
17. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the City of Venice Council.
18. **PROHIBITION OF GIFTS TO CITY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, City of Venice Ethics Ordinance Section 2-173, and "General Conditions & Instructions to Offerors"- Section 22 of Bid# 2981-14. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.
19. **IMMIGRATION LAW COMPLIANCE.** By executing and entering into this agreement, the Firm is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Supplier to comply with the laws referenced herein shall constitute a breach of this agreement and the City shall have the discretion to unilaterally terminate this agreement immediately.
20. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** The City of Venice encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.
21. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
22. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this contract in compliance with the Purchasing Policy.
23. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall

make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Firm with full decision-making authority and by City's staff person who would make the presentation of any settlement reached during negotiations to City for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Firm with full decision-making authority and by City's staff person who would make the presentation of any settlement reached at mediation to City's Council for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Florida Statute.

24. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Sarasota County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. **CONTRACT STAFFING:** The Firm's personnel and management to be utilized for this contract shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract. The Firm shall assign as many people as necessary to complete the required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service delivery dates.
26. **PROTECTION OF PROPERTY:** The Firm shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Firm or their Sub-Contractor in the performance of the required service, the Firm shall repair/replace, to the City's satisfaction, damaged property at no additional cost to the City. If the damage caused by the Firm or their Sub-Contractor has to be repaired/ replaced by the City, the cost of such work will be deducted from the monies due the Firm.
27. **CLEAN UP:** If applicable, Firm agrees to keep the project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the project, Firm shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the project site clean and ready for occupancy by the City.
28. **CONFIDENTIAL AND PROPRIETARY INFORMATION**
 - A. Proprietary Information. City acknowledges that in order to perform the services called for in this contract, it shall be necessary for Firm to disclose to the customer certain Proprietary Information that has been developed by Firm at great expense and that has required considerable effort of skilled professionals. City further

acknowledges that the programs will of necessity incorporate such Proprietary Information. City agrees that it shall not disclose, transfer, use, copy, or allow access to any such Proprietary Information to any employees or to any third parties, excepting those who have a need to know such Proprietary Information in order to give effect to the City's rights hereunder and who have bound themselves, in writing, to respect and protect the confidentiality of all such Proprietary Information. In no event shall the customer disclose any such Proprietary Information to any competitors of Firm.

B. Notwithstanding, anything to the contrary in any other section of this Contract, Firm hereby acknowledges that the City is subject by law to certain information and document disclosure and copying requirements that may require the City to disclose information or copies of documents relating to or forming part of the program(s) trade secret or copyright protection. Accordingly, prior to disclosing such information or reproducing such documents to a third party, the City shall seek the Firm's written consent to each such disclosure or reproduction and the Firm agrees not to unreasonably withhold such consent. Neither City nor Firm has any obligation to disclose any Trade Secret. "Trade Secret" as defined in Section 812.081, Florida Statutes, are exempt from "Public Records Law" disclosure by application of Section 119.08(3)(o), Florida Statutes. City shall not intentionally disclose any of the subject trade secrets. In the event that customer is unsure whether an item is a trade secret, City shall rely on Firm's assertion that the item is a trade secret and shall in reliance thereon treat the item as a trade secret vis-a-vis Chapter 119, Florida Statutes. In any case where the Firm expressly consents to specific disclosure of information or reproduction of documents relating to or forming part of the program(s), the Firm hereby waives for each specific disclosure or reproduction any claim against the City for violation of trade secret or copyright laws or violation of any term of this Contract for such a release of information or copies of documents. In any case where the Firm refuses to consent to disclosure or reproduction and the City is as a result thereafter made a party to a suit arising under Chapter 119, Fla. Stat (i.e., the "Florida Public Records Law"), the Firm agrees to intervene in such suit with counsel and at the Firm's expense and to present evidence to establish that the information or documents the Firm has requested the City to withhold under the terms of this Contract are in fact exempt from disclosure under the Florida Public Records Law pursuant to Section 119.07(3)(o). Should the court in such a suit determine that the information or documents in question must be disclosed or reproduced pursuant to the Florida Public Records Law, the Firm shall have no claim against the City for violation of this Contract or trade secret or copyright laws or otherwise. However, to the extent the Firm did not unreasonably withhold its consent to disclosure or reproduction in the first place, the Firm also shall have no obligation to pay any attorneys' fees or costs assessed against the City as a result of the nondisclosure or non-reproduction of the information or documents.

29. **SUBSTITUTE PERFORMANCE:** In the event the Firm fails to perform any required service within the time schedule under the contract, the City reserves the right to obtain substitute performance. Further, the City reserves the right to deduct

the cost of such substitute performance from the Firm's payments. The Firm may be exempt from this provision if such exemption is granted by the Contract Manager or his designee, in writing, prior to any delays or as a result of an Act of Nature.

30. **WARRANTIES:** Firm expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the City.
31. **CHANGES IN THE WORK:** City shall have the right at any time during the progress of the work to increase or decrease the work. Promptly after being notified of a change, Firm shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order by the City, and City shall not be liable to the Firm for any increased compensation without such written order. No officer, employee or agent of the City is authorized to direct any extra or changed work orally. Any modifications to this contract shall be in compliance with the City Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized.
32. **ORDER OF PRECEDENCE:** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents.
33. **ASSIGNMENT:** Firm shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the City's consent, shall be void. If Firm does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Firm all of the obligations and responsibilities that Firm has assumed toward the City.
34. **RECORDS:** Firm agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service; by providing the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law; and by meeting all requirements for retaining public records and transferring, at no cost, to City all public records in possession of Firm upon termination of this contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

This contract and the contract documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This contract shall be binding upon the successors and assigns of the parties.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the Firm and the City, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:
Lori Stelzer
City Clerk

CITY OF VENICE, FLORIDA

By: _____
Dated: _____
(SEAL)

By: _____
John Holic, Mayor

Firm

First Witness

By: _____
Signature

Type/print witness name

Second Witness

Type/print signature and title

Type/print witness name

Approved as to Form and Correctness

David Persson, City Attorney

**Bid Form A
Eastside WRF**

Parameter	Source	Frequency	Quantity	Unit Cost	Extended Cost
Influent					
CBOD	Influent	Weekly	1x52	52 \$ _____	\$ _____
Total Suspended Solids	Influent	Weekly	1x52	52 \$ _____	\$ _____
Total Nitrogen	Influent	Weekly	1x52	52 \$ _____	\$ _____
Effluent					
CBOD	Effluent	5x per week	5x52	260 \$ _____	\$ _____
Total Suspended Solids	Effluent	4x per week	4x52	208 \$ _____	\$ _____
Fecal Coliform	Effluent	4x per week	4x52	208 \$ _____	\$ _____
Total Nitrogen	Effluent	Monthly	1x12	12 \$ _____	\$ _____
Total Phosphorus	Effluent	Monthly	1x12	12 \$ _____	\$ _____
Monitoring Wells (13)					
Nitrate	Well	Quarterly	4x13	52 \$ _____	\$ _____
Total Dissolved Solids	Well	Quarterly	4x13	52 \$ _____	\$ _____
Chloride	Well	Quarterly	4x13	52 \$ _____	\$ _____
Sulfate	Well	Quarterly	4x13	52 \$ _____	\$ _____
Arsenic	Well	Quarterly	4x13	52 \$ _____	\$ _____

Cadmium	Well	Quarterly	4x13	52	\$ _____	\$ _____
Chromium	Well	Quarterly	4x13	52	\$ _____	\$ _____
Lead	Well	Quarterly	4x13	52	\$ _____	\$ _____
Sodium	Well	Quarterly	4x13	52	\$ _____	\$ _____
Fecal Coliform (no dilutions)	Well	Quarterly	4x13	52	\$ _____	\$ _____

Miscellaneous

Residuals TCLP		Annually		1	\$ _____	\$ _____
Calibrate Gel Standards		Monthly		12	\$ _____	\$ _____
Calibrate DR850		Quarterly		4	\$ _____	\$ _____
Calibrate DR520		Quarterly		4	\$ _____	\$ _____

Eastside WRF Total Bid Form A

\$

Bid Form A Total written in words:

Bidder’s Name

Bid Form B
Reverse Osmosis Water Treatment Plant

Parameter	Source	Frequency	Quantity	Unit Cost	Extended Cost
RO Concentrate*					
pH	Outfall	Weekly	1x52	52	\$ _____ \$ _____
Dissolved Oxygen	Outfall	Weekly	1x52	52	\$ _____ \$ _____
Chlorine Residual, Low MDL	Outfall	Weekly	1x52	52	\$ _____ \$ _____
Fluoride	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____
Chloride	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____
Copper	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____
Total Suspended Solids	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____
Gross Alpha	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____
Radium 226	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____
Radium 228	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____
Conductivity	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____
Aluminum, Total Recoverable	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____
Iron, Total Recoverable	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____
Nitrogen, Total	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____
Phosphorus, Total (as P)	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____ \$ _____

Bromide	Outfall - Composite	Monthly/24-HR FPC	1x12	12	\$ _____	\$ _____
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**Refer to Section 3 Scope of Services B(12) a.*

Bacteriological

Total Coliform	Drinking Water Sources	31x month	31x12	372	\$ _____	\$ _____
Total Coliform	Main Breaks/Misc			120	\$ _____	\$ _____

Well Sample Analysis

Chloride	Monitoring Well	Monthly	14x12	168	\$ _____	\$ _____
Sulfate	Monitoring Well	Monthly	14x12	168	\$ _____	\$ _____
Total Dissolved Solids	Monitoring Well	Monthly	14x12	168	\$ _____	\$ _____
Chloride	Production Well	Monthly	14x12	168	\$ _____	\$ _____
Sulfate	Production Well	Monthly	14x12	168	\$ _____	\$ _____
Total Dissolved Solids	Production Well	Monthly	14x12	168	\$ _____	\$ _____
Chloride	Domestic Monitoring Wells	Annual	1x4	4	\$ _____	\$ _____
Sulfate	Domestic Monitoring Wells	Annual	1x4	4	\$ _____	\$ _____
Total Dissolved Solids	Domestic Monitoring Wells	Annual	1x4	4	\$ _____	\$ _____

Ambient Water - Intracoastal Waterway

Ammonia	Salt Water	Quarterly	3x4	12	\$ _____	\$ _____
Nitrate-Nitrite	Salt Water	Quarterly	3x4	12	\$ _____	\$ _____

TKN	Salt Water	Quarterly	3x4	12	\$ _____	\$ _____
Total Nitrogen	Salt Water	Quarterly	3x4	12	\$ _____	\$ _____
Orthophosphate	Salt Water	Quarterly	3x4	12	\$ _____	\$ _____
Total Phosphate	Salt Water	Quarterly	3x4	12	\$ _____	\$ _____
Total Suspended Solids	Salt Water	Quarterly	3x4	12	\$ _____	\$ _____
Chlorophyll A	Salt Water	Quarterly	3x4	12	\$ _____	\$ _____
Pheophyten	Salt Water	Quarterly	3x4	12	\$ _____	\$ _____
Hydrogen Sulfide	Salt Water	Quarterly	3x4	12	\$ _____	\$ _____
BOD	Salt Water	Quarterly	3x4	12	\$ _____	\$ _____
Gross Alpha	Salt Water	Quarterly	9x4	36	\$ _____	\$ _____
Radium 226	Salt Water	Quarterly	9x4	36	\$ _____	\$ _____
Radium 228	Salt Water	Quarterly	9x4	36	\$ _____	\$ _____
pH (field)	Salt Water	Quarterly	9x4	36	\$ _____	\$ _____
Dissolved Oxygen (field)	Salt Water	Quarterly	9x4	36	\$ _____	\$ _____
Temperature (field)	Salt Water	Quarterly	9x4	36	\$ _____	\$ _____
Salinity (field)	Salt Water	Quarterly	9x4	36	\$ _____	\$ _____
Chloride (calculated salinity)	Salt Water	Quarterly	9x4	36	\$ _____	\$ _____

**** Refer to Section 3 Scope of Services B(12)b.**

Required DEP samples

Lead and Copper Sampling	Drinking Water Sample	3 year cycle	30	\$ _____	\$ _____
Nitrates/Nitrites	Drinking Water Sample	Yearly	2	\$ _____	\$ _____
Asbestos	Drinking Water Sample	3 year cycle	1	\$ _____	\$ _____
Inorganics	Drinking Water Sample	3 year cycle	1	\$ _____	\$ _____
Volatile Organic Compounds	Drinking Water Sample	3 year cycle	1	\$ _____	\$ _____
Pesticides and PCB's	Drinking Water Sample	3 year cycle	1	\$ _____	\$ _____
Radionuclides	Drinking Water Sample	3 year cycle	1	\$ _____	\$ _____
Secondaries	Drinking Water Sample	3 year cycle	1	\$ _____	\$ _____
TTHM's/Haa5's	Drinking Water Sample	Yearly	2	\$ _____	\$ _____
EPA/UCMR sampling	Drinking Water Sample	3 year cycle	1	\$ _____	\$ _____

Reverse Osmosis WTP Total Bid Form B \$ _____

Bid Form B Total written in words:

Bidder's Name