



CITY OF VENICE, FLORIDA

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

Request for Proposals

RFP Number 2970-13

Date of Issue: July 15, 2013

Submission Deadline: August 15, 2013

Title and Purpose of RFP:

COMPREHENSIVE PLAN IMPLEMENTATION

**CITY OF VENICE, FLORIDA
INVITATION
REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that the City of Venice invites and will receive sealed proposals from qualified vendors to perform the following work which is described in detail in the Request for Proposals (RFP) specifications.

RFP NUMBER: 2970-13

RFP TITLE: COMPREHENSIVE PLAN IMPLEMENTATION

PROJECT DESCRIPTION: The City of Venice ("City") intends to select a consultant to perform professional planning services to:

1. Systematically evaluate selected City of Venice Comprehensive Plan ("Comp Plan") implementation-related policies, and
2. Conduct public meetings on recommended revisions (e.g. deletion or amendment) to implementation-related policies, and
3. Prepare Comp. Plan amendment submission materials and, if necessary, assist staff with the preparation of responses to a DOE Objection, Recommendation and Comment Report.

RFP OPENING LOCATION: **Finance Meeting Room 204
Venice City Hall
401 West Venice Avenue
Venice, Florida 34285**

RFP SUBMITTAL DEADLINE DATE & TIME: August 15, 2013 at 2:00 P.M.

PRE-PROPOSAL CONFERENCE: YES DATE & TIME: July 30, 2013 2:00 P.M.

LOCATION: Community Room # 114

The City is using a Request for Proposals for this project and will award the contract to the Proposer the City finds, in its sole discretion, best meets the needs of the City.

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on July 30, 2013 at 2:00 P.M. at Venice City Hall in Community Room # 114. Representatives from the City will be present to discuss the overall project and the RFP. Firms are encouraged to attend.

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

The evaluation committee has been selected by the City to ensure that all proposals are fairly considered. The evaluation committee will perform a review of proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial, federal, and legal requirements of the RFP. Request for clarification letters may include, but not limited to, the following: commitment; performance guarantees and standards; project guarantor commitments; project schedules, phasing methods and payment schedules; and letters of credit,

performance bonds and insurance requirements. The evaluation committee will make a recommendation to the City Council following the evaluation committee's review of all proposals and consideration of any additional evidence or data desired by the evaluation committee.

Qualified firms are invited to deliver four (4) copies of their proposals, one (1) original, three (3) copies, in a sealed envelope marked **"SEALED REQUEST FOR PROPOSALS, RFP # 2970-13, COMPREHENSIVE PLAN IMPLEMENTATION"**, and delivered to the City of Venice, Procurement- Finance Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for proposals received after 2:00 P.M., on August 15, 2013 or at any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Mr. Jon Mayes, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285. Mr. Mayes 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. Mayes. 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 August 6, 2013 by 1:00 P.M.**

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the City, depending on available competition and timely needs of the City.

The City reserves the right to select a firm with or without interviews, and may decide to select any of the firms submitting proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the City.

The City shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested.

Proposers, their agents and associates shall not contact or solicit any City Council member, City employee, or official regarding this RFP during any phase of this RFP. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed, as the contact person in this Notice shall be contacted.

CITY OF VENICE, FLORIDA

Jon Mayes, Procurement Department

PUBLISH: Saturday, July 13, 2013

Wednesday, July 17, 2013

THE CITY OF VENICE
REQUEST FOR PROPSALS
COMPREHENSIVE PLAN IMPLEMENTAION: BID # 2970-13
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Required Consultant Affidavit

Required Lobbying Certification/Suspension and Debarment Form

Sample Agreement

SEALED REQUEST FOR QUALIFICATIONS

CITY OF VENICE, FLORIDA

RFP# 2970-13

COMPREHENSIVE PLAN IMPLEMENTATION

SECTION 1: GENERAL CONDITIONS

1) 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 "RFP" refers to this Sealed REQUEST FOR PROPOSALS. The term "solicitation" refers to the entire RFP package and the Offeror's submittal as a response to this RFP. 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 RFP 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 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.governmax.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 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 ten (10) 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/>.

All records associated with the project and completion of the project itself must be retained for six (6) years after completion of the project or until all audits, claims, litigation or other actions have been released (whichever occurs later).

The vendor shall furnish and cause each of its own or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, Sarasota City, Housing and Urban Development or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

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. INSURANCE:

20.1 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.

20.2 The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability).

20.3 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.**

20.4 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.
- d. **Professional Liability:** The Contractor will have and maintain during the term of the Contract, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and

Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with the Contract in the amount specified in the Contract.

The Contractor will have and maintain during the term of the Contract, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with the Contract in the amount specified in the Contract.

20.5 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
- k) The City may increase or decrease the coverage and coverage limits required of the contractor by change order.

21. 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.

22. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT :

22.1 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.

22.2 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-Officer, 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.

- 22.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-Officer who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Officer acceptable to the City.

23. GRATUITIES AND KICKBACKS:

- 23.1 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.
- 23.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Officer under a Contract to Offeror or higher tier Sub-Officer any person associated therewith, as an inducement of the award of a subcontract or order.
- 23.3 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.

24. 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.

25. SPECIAL REQUIREMENTS FOR PROJECTS PAID BY THE DEPARTMENT OF TRANSPORTATION:

- ~~25.1 The City encourages DBE firms to compete for CITY professional services projects, and also encourages non-DBE consultants to use DBE firms as sub-consultants. However, use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Consultants are required indicate their intention regarding DBE participation in the DBE Participation Statement contained in the Appendix to this Request for Proposal and to submit that statement with their technical proposal.~~
- ~~25.2 Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the City in this endeavor, consultants are requested to submit the Bidder's Opportunity List contained in the Appendix to this Request for Proposal with their technical proposal. The list should include yourself as well as any prospective sub-consultant that you contacted or who has contacted you regarding this project. However, any firm previously shown on such a list need not be included.~~
- ~~25.3 Consultant Affidavits: The Consultant shall submit all forms provided in Appendix.~~
- ~~25.4 The Certification Regarding Debarment and Truth In Negotiations Certification shall be executed by an officer of the firm, associates or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.~~
- ~~25.5 The Certification for Disclosure of Lobbying Activities form shall be submitted by the proposed Prime Consultant and Sub-consultants. If a Standard Form LL has previously been submitted to a government agency and there has been no material change, a copy of the previous submission is sufficient.~~
- ~~25.6 Federal Law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, Consultants are required to submit the Bid Opportunity List. The list should include yourself as well as any prospective sub-consultant that you contacted or who has contacted you regarding this project. Any firms that have previously been shown on such a list need not be included.~~

26. TERMS FOR FEDERAL AID CONTRACTS:

The following terms apply to this contract which involves the expenditure of federal funds:

- 26.1 It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans specifications, maps data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- 26.2 It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- 26.3 ~~COMPLIANCE WITH REGULATIONS: The Consultant shall comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.~~

- ~~26.4 NONDISCRIMINATION: The Consultant, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of Sub Offerors, including procurements of material, and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.~~
- ~~26.5 SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations made by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Sub Offeror, supplier or lessor shall be notified by a consultant of the consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color religion, sex or national origin.~~
- ~~26.6 INFORMATION AND REPORTS: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the Department, or the U.S. Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.~~
- ~~26.7 SANCTIONS OF NONCOMPLIANCE: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State of Florida Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to,~~
- ~~1. withholding of payments to the Consultant under the contract until the Consultant complies and/or~~
- ~~2. cancellation, termination or suspensions of the Contract, in whole or in part.~~
- ~~26.8 INCORPORATION OR PROVISIONS: The Consultant will include the provisions of Section 25.11, part 1 and 2 of the General Conditions in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State of Florida Department of Transportation or the U.S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a Consultant becomes involved in, or is threatened with litigation with a Sub Offeror or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.~~
- ~~26.9 INTEREST OF MEMBERS OF CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.~~
- ~~26.10 INTEREST OF PUBLIC OFFICIALS: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States, and public corporations, boards, and commissions established under the laws of any State.~~
- ~~26.11 It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, Unites States Code, Title 18, Section 1020, is herby incorporated by reference and made a part of this Agreement.~~
- ~~26.12 It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.~~
- ~~26.13 The Department herby certifies that neither the Consultant nor the Consultant's representative have been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to~~
- ~~A. employ or retain, or agree to employ or retain, any firm or person, or~~
- ~~B. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;~~
- ~~26.14 The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.~~
- ~~26.15 The Consultant hereby certified that it has not:~~
- ~~A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Offeror) to solicit or secure this contract;~~
- ~~B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or~~
- ~~C. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Offeror) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.~~
- ~~26.16 The Consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.~~

27. 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

28. DRUG FREE WORKPLACE:

The City of Venice has adopted a policy in observation 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.

29. 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.

30. 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.

31. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

31.1 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.

31.2 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.

32. SPECIFICATIONS:

32.1 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.

32.2 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.

33. 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.

34. 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.

35. 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.

36. ASSIGNMENT:

- 36.1 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.
- 36.2 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.

37. SOLICITATION FORMS:

- 37.1 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.
- 37.2 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.
- 37.3 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.

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

- 38.1 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.
- 38.2 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 Purchasing department.
- 38.3 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.
- 38.4 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.

39. CIVIL RIGHTS:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:
The CONSULTANT or SUBGRANTEE shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONSULTANT or SUBGRANTEE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of (Florida Department of Transportation, the Federal

Highway Administration, Federal Aviation Administration, the US Department of Energy, US Department of Justice, or Office of Housing and Urban Development) assisted contracts. Failure by the CONSULTANT or SUBGRANTEE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the City deems appropriate.

Each subcontract the CONSULTANT or SUBGRANTEE signs in regards to this federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26. 13(b)). The CONSULTANT or SUBGRANTEE agrees to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this AGREEMENT:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONSULTANT or SUBGRANTEE agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT.

The CONSULTANT or SUBGRANTEE agrees to take all reasonable steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(2) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT or SUBGRANTEE agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT or SUBGRANTEE agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(4) Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that the Federal agency determines otherwise in writing, the CONSULTANT or SUBGRANTEE agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The City's LEP Plan is available in the Title VI/ADA plan at City facilities or may be viewed online at www.venicegov.com

(5) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections - To the extent applicable, the CONSULTANT or SUBGRANTEE agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.

(6) Other Nondiscrimination Laws - The CONSULTANT or SUBGRANTEE agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONSULTANT or SUBGRANTEE also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

40. 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:

- 40.1 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.
- 40.2 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.
- 40.3 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.
- 40.4 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.
- 40.5 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.

END OF SECTION

SECTION 2: SCOPE OF WORK

Introduction

With the adoption of the city's Comprehensive Plan ("Comp Plan") in December 2010, came a host of policy-driven future Comp Plan implementation responsibilities. The scope and number of Comp Plan implementation responsibilities was somewhat reduced by adopted Comp Plan amendments 11-1CP and 11-3CP. The city's goal is to complete all policy-driven Comp Plan implementation activities. In doing so, all policies requiring future implementation will first be systematically evaluated to determine if there continues to be a need and public interest to implement the policy. The Comp Plan evaluation will consider the "planning benefit", cost of implementation, administration and enforcement of the Comp Plan and the consequences of not following through with each implementation policy.

The Comp Plan evaluation and amendment portion of the project will be completed when identified Comp Plan amendments are officially adopted. Comp Plan implementation tasks will then be finalized. It is estimated that the Comp Plan evaluation and amendment stage of the project will comprise approximate one-half of the project.

The City of Venice ("City") intends to select a consultant to provide assistance with the update of its Comprehensive Plan and to include:

1. Systematically evaluate selected City of Venice Comprehensive Plan ("Comp Plan") implementation-related policies, and
2. Conduct public meetings on recommended revisions (e.g. deletion or amendment) to implementation-related policies, and
3. Prepare Comp. Plan amendment submission materials and, if necessary, assist staff with the preparation of responses to a DOE Objection, Recommendation and Comment Report.

Scope of Work

The scope of work for the project is provided below:

Task 1.0 Evaluation of Comp Plan implementation Policies

Exhibit "A" lists each Comp Plan implementation-related policy that requires either additional planning study and/or implementation. The evaluation of each Comp Plan implementation policy will include:

- The identification of inconsistencies and redundancies between the Comp Plan and implementation-related policies,
- The identification of inconsistencies and redundancies between the LDC and Comp Plan implementation-related policies,
- When appropriate, identify alternative approaches to implement each Comp Plan implementation-related policy,
- Identify when and how the implementation of policies can be done in coordination with related Sarasota County planning efforts,
- Conduct a fiscal cost/planning benefit analysis for each Comp Plan implementation-related policy; the fiscal cost analysis shall consider the long-term cost of administration and enforcement of each implementation-related policy; and the planning benefit analysis shall

evaluate the extent to which each implementation-related policy will advance or further the Comp Plan and generally improve or enhance future land use and other planning in the city, and

- Based on the above sub-tasks, recommend Comp Plan amendments to amend or delete implementation-related policies, and
- Present recommended Comp Plan amendments to Planning Commission and City Council.

Deliverables:

- Technical report identifying inconsistencies and redundancies between the Comp Plan and implementation-related policies, and inconsistencies and redundancies between the LDC and Comp Plan implementation-related policies,
- Policy report identifying alternative approaches to implement Comp Plan implementation policy, including fiscal cost/planning benefit analysis for each alternative approach.
- Technical report providing a fiscal cost/planning benefit analysis for each Comp Plan implementation-related policy,
- Final report identifying recommended amendments to Comp Plan to establish revised implementation-related policies, and
- Attend Planning Commission, City Council and public workshops and hearings.

Task 1.1 Preparation Comp Plan Amendments and Supporting Documentation

- Prepare all necessary documents and materials to support a full and complete Comp Plan amendment application,
- Attend transmittal and adoption public hearings before the Planning Commission and City Council, and
- Respond to all objections, if any, contained in the FL Department of Economic Opportunity Objection, Recommendation and Comment Report.

Deliverables:

- Preparation of a full and complete Comp Plan amendment application, including draft Comp Plan objectives and policy amendments in legislative strike-through / underline format,
- Attend transmittal and adoption public hearings before the Planning Commission and City Council, and
- If needed, assist staff in preparing a response to a FL Department of Economic Opportunity Objection, Recommendation and Comment Report.

Public Involvement

Public Workshops: For the project to succeed, the public will need to have an opportunity to provide comment on proposed Comp Plan amendments which modify or delete implementation-related Comp Plan policies. Proposals shall include a public workshop schedule designed to obtain public comment on key junctures of the project.

Stakeholder Interviews: The consultant shall conduct one-on-one interviews with community stakeholders identified by city staff to assist with the evaluation of implementation-related policies.

Policy Task Force: City staff will establish a policy task force (PTF) for the purpose of providing policy guidance through the duration of the project. The PTF will be comprised of members of the City Council and Planning Commission. It is anticipated that the PTF will meet on a monthly basis.

Technical Review Committee: The City will establish a technical review committee (TRC) comprised of staff from various city departments. The TRC will be responsible for reviewing the data collection and analysis efforts of the consultant and all deliverables prepared by the consultant. It is anticipated that the TRC will meet on a monthly basis.

Project Website: The consultant will prepare and maintain a project website throughout the duration of the project. The content of the project website will include, but not be limited to the following:

- Project overview,
- Project team contact information,
- Project schedule,
- Summaries of the public workshops and stakeholder interviews, and the minutes of PTF and TAC meetings,
- Draft deliverables, and
- A comment tool that will enable the public to submit comments via e-mail to the project team.

Meetings and Project Coordination

The consultant will attend all public workshop, PTF and TRC meetings. In addition, the consultant will attend all workshops and/or public hearings before the Planning Commission and City Council to present information, provide recommendations and address all questions raised.

The consultant will regularly coordinate with the city project manager to ensure the project schedule is maintained and all deliverables are submitted. The consultant shall submit monthly cumulative status reports to the city project manager.

Time for completion

The schedule for all tasks outlined in this scope of work will be mutually agreed upon between the consultant and the City. The City expects the project to be completed six months after the execution of an agreement between the consultant and the City.

Any special conditions.

The deliverables to be provided by the consultant are identified within each task above. Should the consultant propose alternative deliverables sought to achieve an enhanced outcome, the consultant shall provide a work plan that incorporates descriptions of all deliverables to be created during the execution of tasks. The work plan should also describe the specific processes for creating and providing each deliverable, including necessary inputs, client/stakeholder/public review, and a proposed time.

Proposal Requirements

- A. The proposal must include information demonstrating the consultant's ability to perform the work. Of particular interest to the City will be the consultant's experience with projects of this nature. The proposal must include a statement of qualifications including resumes of key personnel to be involved in the project. Please include three references and/or past clients, as well as examples of completed projects similar to the project proposed by the City.
- B. The proposal must include the consultant's perception of the objectives of each element and the larger integrated project, as well as the consultant's responsibilities. The proposal must outline the consultant's approach to each element and integration of all such elements; methods proposed for gathering data and sample language, as well as for gathering, analyzing, and including stakeholder input; and approach to preparing comprehensive plan text amendments and land development code amendments. This shall be accomplished through a detailed cost and work plan.
- C. The proposal must include a detailed work plan specifying the timing of public, stakeholder and Planning Commission input, especially addressing how and at what points various entities will be involved. The proposal must also include approximate dates by which draft and final documents will be submitted to the City. The work plan will be taken into consideration when reviewing the proposals. It is the desire of the City to have the project completed one year after the execution of an agreement with the selected consultant(s).

Selection Criteria

Selection of the consultant for this project will be based on the following factors:

- A. Responsiveness to the RFP.
- B. Extensive experience in writing clear and understandable comprehensive plan text amendments for communities similar in character to the City of Venice.
- C. Demonstrated ability to successfully engage a variety of stakeholders in the public participation process.
- D. Professional qualifications, capability, and availability of the consultant team assigned to the project.
- E. References - minimum of three (3) required.
- F. Estimated project cost.
- G. The thoroughness and detail of the work plan.

Schedule

- A. Time and Place of Submittals - Consultant Teams' proposals shall be delivered to:

City of Venice Procurement- Finance Department
Attn: Jon Mayes
Room # 204
401 West Venice Avenue
Venice, FL 34285

No later than 2:00 pm EST on August 15, 2013.

- B. Consultant Evaluation Committee Recommendation - A Consultant Evaluation Committee will review and evaluate the proposals using selection criteria listed in Section 3. The Consultant Evaluation Committee may short-list proposals and may interview short-listed proposers.
- C. Contract Negotiation – City staff will negotiate a contract with the top-ranked consultant team.
- D. City Council Approval – The City Commission will review the Consultant Evaluation Committee's recommendations and take action.

END OF SECTION

Exhibit A

<p>Future Land Use and Design Element</p> <p>Policy 3.1 Land Development Regulations. By December 2011, establish land development regulations and development practices based upon the livable community development standards and site plan standards for:</p> <ul style="list-style-type: none"> A. Interconnected transportation design. B. Service facilities and infrastructure systems. C. Building structures. D. Parks and public spaces. E. Design and architectural character.
<p>Policy 6.3 Alternative Energy Overlay. Alternative energy facilities that utilize renewable sources of energy, such as solar or wind, are preferred and shall be encouraged. The City shall develop an “alternative energy overlay” as part of the Land Development Regulations (LDRs) that shall include standards for the development of alternative energy facilities.</p> <ul style="list-style-type: none"> A. Areas particularly suitable for alternative energy facilities shall be those locations that take advantage of the City’s renewable resources, existing infrastructure, and when sensitively sited, will likely result in less than significant adverse environmental or aesthetic impacts. B. Alternative energy activities providing primarily for on-site use in areas not included in the “alternative energy overlay” shall be subject to review through a conditional use process.
<p>Policy 8.6 Integrated Site Planning Criteria. Ensure future developments integrate buildings, community spaces, and public services and infrastructure systems together by evaluating development petitions according to the following criteria:</p> <ul style="list-style-type: none"> A. Relationship between buildings, public spaces, facilities and services, vehicular infrastructure, and street. B. Integration of buildings, transportation systems, service infrastructure and facilities, accessory structures, and landscaping and hardscaping features. C. Level of compatibility and interconnectivity between adjacent land uses. D. Location of building facades and entry ways. E. Extent that private activities are oriented to the public realm. F. Proximity of community places and public spaces to neighborhoods and commercial centers.
<p>Policy 8.8 Conditional Use Process for Residential Uses. By December 2011, the City shall amend the conditional use process in the Land Development Regulations to provide criteria for the review and consideration of additional residential density as provided for in applicable land use designations.</p>
<p>Policy 9.1 Building Height Standards. The City shall evaluate and develop area specific building height standards by amending the Land Development Regulations by December 2012.</p> <ul style="list-style-type: none"> A. The City shall establish building height standards for all existing zoning districts designated on the Zoning Atlas Map which have not been included in designated Planning Areas. B. Base height standards for a specific zoning district shall reflect the predominant built height and massing of existing development most common to the area. C. Amendments to zoning districts shall be established for the purpose of reducing existing Conditional Use allowances currently provided in certain zoning districts which permit excessive

building heights clearly at variance with existing neighboring building structures.

D. Building height overlay districts may be utilized to promote economic development, environmental sustainability, affordable housing, or compatibility needs by delineation of block or lot specific locations in designated Planning Areas and zoning districts where higher or lower building heights may be appropriate which differ from overall base height standards.

Policy 9.4 Variances from Building Height Standards.

The City shall include a building height variance process in the updated Land Development Regulations for minor deviations from established base height standards.

A. The purpose of the variance process is to ensure that justifiable hardships that may be encountered in the design process can be facilitated in a fair and predictable manner.

B. Variances shall be considered to permit only the minimum additional height allowance needed to accomplish the design challenge.

C. Review criteria shall be established to provide guidance by the permitting authority for such minor deviations from established base standards; however, in no instance shall a variance be permitted to add an additional floor or story to the building structure.

Policy 9.5 Conditional Use for Building Height Allowances.

The City shall evaluate and amend the existing Conditional Use process in the updated Land Development Regulations for consideration of height allowances for deviations from established base height standards.

A. Major deviations are for those height allowances which seek to add one or more additional floors or stories from established base building height standards established for a Planning Area or zoning district.

B. The City shall utilize building height overlay districts to determine where higher building heights which differ from overall base height standards within a Planning Area may be appropriate to promote economic, environmental, and affordable housing goals.

C. Review criteria shall be established to provide guidance by the permitting authority for such major deviations from established base standards.

Policy 12.5 Master Planning Consistency.

Coordinate with local, regional, and state agencies to ensure master plans are consistent from within and between government entities. Special considerations shall be given to:

A. Comprehensive Plans.

B. Master Plans.

Policy 14.1 Redevelopment Area Master Plans.

By 2012, the City shall consider developing master plans for areas deserving of further consideration due to their location and historic or cultural value. Each master plan shall be developed consistent with Policy 15.3 pertaining to the content of Planning Area Master Plans. The limits of such Redevelopment Master Plans shall be further defined during the master planning process.

Redevelopment Master Plans shall be considered for the following general areas:

A. The neighborhood directly north of Airport Avenue, west of Avenida del Circo, east of Cockrill Street, and generally south of Tamiami Trail (U.S. 41 Business South), locally referred to as the “North Airport Neighborhood”.

B. The “Circus Building” and surrounding properties.

C. The Historic Apartment District.

Policy 15.2 Planning Area Land Development Regulations.

By December 2012, the City shall update its Land Development Regulations based upon the designated planning areas. Each planning area’s development regulations shall confirm the planning intent and development scenarios established in the comprehensive plan. Additionally, the regulations shall also address community, block, and site level development standards established through the Future Land Use and Design Element.

Policy 15.3 Planning Area Master Plans.

By December 2014, the City shall consider developing master plans for the following planning areas that are deserving of further consideration due to their location and historic, economic and/or cultural value.

- A. Island Professional Planning Area D
- B. Seaboard Planning Area G
- C. Heritage Park Planning Area B
- D. Tarpon Center Esplanade Planning Area A
- E. Gene Green Planning Area L.

By December 2017, the City shall consider developing master plans for the following planning areas:

- F. Southern Gateway Planning Area C
- G. City Center Planning Area E
- H. Northern Gateway Planning Area F
- I. Eastern Gateway Planning Area H
- J. South Laurel Planning Area I
- K. Shakett Creek Planning Area J
- L. Knights Trail Planning Area K

Policy 15.4 Master Plans. The scope of each planning area master plan shall be determined prior to commencement of the applicable master plan. At minimum, master plans shall consider and address the following:

- A. Evaluate current conditions to determine form and function of existing development, quality of buildings/structures, compatibility with adjacent areas, and environmental conditions.
- B. Assess the provision of infrastructure and public services.
- C. Review current land development regulations and standards to determine whether they support planning area practices.
- D. Consider how development pressures are impacting the planning area.
- E. Identify strategies to protect environmental, historical, cultural, or architectural features specific to the planning area.
- F. Determine the economic role of the planning area and identify public investment strategies based upon market demand, and/or public benefit.

Determine the appropriate mix of uses to support a compact and pedestrian-oriented development scenario.

Policy 15.5 Combined Planning Area Master Plans.

The City shall have the option to develop master plans for planning areas that may require more extensive consideration or broader integration of two or more planning areas.

Policy 15.9 Energy Conservation Areas.

If a Planning Area is identified as an Energy Conservation Area, the following strategies and actions to promote energy conservation and reduce greenhouse gas emissions shall be supported during the master planning, development and/or redevelopment process:

- A. Redevelopment of energy inefficient land use patterns to provide for energy efficient, compact development supported by multi-modal transportation;
- B. Urban design and urban form standards which support the development of places, neighborhoods, and transportation corridors which are safe and attractive;
- C. Increased emphasis on existing green infrastructure that naturally sequesters carbon dioxide and reduces the heat island effect;

Removal of regulatory barriers and establishment of incentives to promote energy efficiency and reduce greenhouse gas emissions.

Housing and Neighborhood Development Element

Policy 1.4 Land Development Procedures.

Annually review the City's development order processes to ensure they are effective and efficient.

Policy 1.12 Conversion Factor for Special Needs Housing.

By March 2012, the City shall develop a conversion factor for special needs housing and associated standards that provide criteria for the determination of where and under what circumstances such factor shall be applied during the update of the City's Land Development Regulations.
<p>Policy 2.1 City's Planning Areas. In conjunction with the master planning efforts for the applicable planning areas, an inventory of current conditions, character, housing style, and type should be completed.</p>
<p>Policy 3.9 Live-Near-Work Housing. Collaborate with major employers and developers to identify and implement live-near-work housing strategies that enable the City's workforce to walk to work including:</p> <ul style="list-style-type: none"> A. Residential dwelling units in commercial or institutional land use categories or near major employment centers. B. Mixed uses in High Density Residential and MixedUse Residential land use categories. C. Mixed use planning areas which unite residential, commercial, park, and civic uses together. D. Affordable and workforce housing density bonus in the High Density Residential and Mixed-Use Residential land use categories, and in any Planning Area which permits a density of up to 18 units per gross acre.
<p>Policy 4.3 Mobile Home/Manufactured Home Communities and Conversion to Different Land Use. By 2013, the City shall review its Land Development Regulations to ensure there are adequate provisions that support modern manufactured housing, ensuring compatibility with surrounding land uses consistent with the desired community character. This review shall also address the appropriate requirements regarding the conversion of mobile home/manufactured home communities to a different land use where deemed appropriate.</p>
<p>Policy 4.4 Mobile Home/Manufactured Home Zoning Overlay District. The City shall utilize the Land Development Code update to permit master redevelopment planning and redesign of individual mobile home/manufactured home communities while maintaining existing residential density allowances. Redesign standards shall be developed on a case by case basis consistent with functional and locational criteria unique to the mobile home/manufactured home community.</p>
Community Character and Historic Resources Element
<p>Policy 1.4 Architectural Handbook. Review and expand the City's Architectural Guidelines Handbook so that Venice's predominant architectural styles may be targeted to specific areas.</p>
Parks and Public Space Element
<p>Policy 1.2 Master Parks Plan. By 2013, the City may utilize the assistance of the Parks and Recreation Advisory Board to develop a Master Parks Plan including active and passive parks and park facilities, open and Florida friendly green spaces, unique habitat protection and conservation, and trails in coordination with Objective 1 and related policies of the Community Linkages and Design Element.</p>
Conservation and Open Space Element
<p>Policy 1.1 Sustainable Land Development Strategies. By 2012, evaluate the following sustainable land development strategies through the City's Land Development Regulations to protect natural habitats and conservation lands by making the best use of urbanized land areas. The strategies to be evaluated include:</p> <ul style="list-style-type: none"> A. Reduction of impermeable surface areas. B. Infill and redevelopment practices that enhance Venice's unique character. C. Removal of invasive non-native plant species and immediate replacement with native Florida plant species. D. Utilize conservation easements, transfer of development rights, open space set-aside, wetland protection, and environmental lands programs to direct new growth from these areas.
Policy 1.6 Native Habitats Inventory and Assessment.

By 2014, the City will coordinate with Sarasota County to inventory and assess significant native habitat remaining within the City limits.

A. The City shall partner with Sarasota County to identify, manage, and protect native habitats by conducting a baseline assessment of native habitats located in the City.

B. The City shall adopt or amend ordinances to protect native habitats.

C. The City shall partner with Sarasota County to complete an updated native habitat land cover map and risk assessment study for each native habitat identified within the Comprehensive Plan. Remnant native habitats contained within urban areas shall be included within this analysis along with alternatives to the use of regulatory powers to encourage restoration and protection of native habitats that are threatened due to current land use practices.

D. By 2013, the City shall consider developing and implementing a land management plan to expand and enhance native habitats.

Policy 2.3 Open Space Corridor Study.

Through the land development review process the City shall continue to identify opportunities for:

A. Creating an interconnected open space corridor system that links existing open spaces, greenways, public right of ways, and trails.

B. Prioritizing where future open space areas should be created.

C. Connecting the City's open spaces with those in Sarasota County.

Policy 2.5 Open Space Development Standards.

The City shall establish development standards for the preservation of open spaces and natural features. Such standards shall include, but not be limited to:

A. Preservation of existing native vegetation and natural areas.

B. Establishment of new open space areas that connect to adjacent neighborhood open spaces and natural areas.

C. Creating of neighborhood buffers that link to the community's open space corridor system.

D. Construction of stormwater systems that include wetland features.

E. Selection of open space acreage shall favor factors such as onsite and adjacent off-site habitat connectivity.

F. Native habitat shall be used whenever possible to fulfill open space requirements.

Policy 2.6 Regional Greenway System.

By 2013, coordinate development of a regional greenway and open space system with local, regional, state, and federal partners in order to ensure that all open space and conservation areas throughout the county and region are connected.

Policy 3.2 Endangered or Threatened Species Protection.

Consistent with Policy 1.6 of this Element, the City shall protect threatened or endangered native species from incompatible development by requiring that proposed greenfield development sites be examined for location of Listed Species. By 2013, the City will:

A. Consider implementing a plan to identify, manage, and protect critical habitats and endangered or threatened species, or species of special concern identified in official federal, state, or international treaty lists.

B. Require applicants to consult with the appropriate agencies, to use recognized sampling techniques to identify listed species, and to provide documentation of such coordination and compliance prior to City approval to conduct any activities that could disturb listed species or their habitat.

1. If endangered or threatened species, or species of special concern are found, such species' habitat shall be identified on the proposed site plan and a plan for mitigation shall be discussed in the site plan narrative.

2. Such information shall be addressed through the project staff report.

C. Coordinate with Sarasota County Environmental Services' Resource Protection Programs in meeting this objective.

Policy 3.3 Effects of Pre-Construction Clearing of Native Habitats.

In developing the Land Development Regulations (LDRs), the City shall evaluate the effects of pre-construction clearing of native habitats, characterize the problem, and develop a strategy which may include new regulations to avoid the loss of native habitat functions and values.

A. As part of the development review process, the City shall require area-wide wildlife surveys for determining wildlife corridors for both protected species and existing wildlife populations.

1. All wildlife corridors shall be integrated into Statewide or Countywide corridor systems whenever possible.

B. By 2013, ordinances shall be enacted and/or amended to protect significant native habitats.

Policy 3.14 Wetland Encroachments.

The City shall require development to identify and delineate wetland boundaries with final wetland delineations to be reviewed and approved by the applicable federal and state review agencies.

Wetlands of 20 acres or more shall require structures to be located outside of wetlands and wetland buffers except as provided below. Such exceptions are applicable only when the land use designation on the property permits the development of land use activity listed below; site characteristics are such that wetland impacts cannot be avoided, the impacts are limited to the minimum necessary to allow the permitted use of the property; and the site development or use complies with federal and state review agencies for permitting and mitigation.

A. Residential lots of record existing on or before the adoption of the Comprehensive Plan which does not contain sufficient uplands to permit development of a residence without encroaching into wetlands, may be developed with one residential dwelling.

B. Resource-based recreational facilities such as trails, boardwalks, piers, and boat ramps.

C. Private water-related facilities, such as boathouses, docks and bulkheads.

D. Essential public services, access roads and appurtenant structures.

Policy 3.15 Wetland Considerations Relative to Setback Modifications.

Wetland and water body protection shall be considered when the City evaluates applicable setback modifications that would move development away from wetlands and water bodies.

Policy 3.17 Wetland Habitat Alterations.

Wetlands and wetland habitats shall not be dredged, filled, or disturbed in any manner that diminishes their natural functions, unless appropriate mitigation practices are established in coordination with and approved by local, regional, state, and federal agencies.

A. The City, in cooperation with Sarasota County, will establish wetland mitigation policies and regulations.

Policy 5.2 Myakka River Protection.

The City supports protection of the Myakka River corridor and the implementation of the Myakka Wild and Scenic River Management Plan protection requirements and will prohibit new or increased public access of motorized watercraft to the river within the JPA/ILSBA Planning Areas set forth in the Future Land Use Map Series. Buffers for new developments within the Myakka River Protection Zone shall be a minimum of two hundred twenty (220) feet.

Coastal and Waterfront Management Element

Policy 1.8 Waterfront Planning.

By 2012, consider developing and implementing Intracoastal Waterway waterfront development and/or redevelopment strategies including the Venetian Seaboard Master Plan, Venice Strategic Plan 2030, and John Nolen's 1926 General Plan for the City of Venice, preserving the character of the City.

Policy 2.2 Intracoastal Waterway Redevelopment.

By 2012, the City shall consider developing a plan to address ways of improving community livability and quality of life along the Intracoastal Waterway. This effort shall be coordinated with the Venetian Seaboard Redevelopment Plan that is being developed by the City and Sarasota County.

Policy 3.1 Coastal Area Developments.

The City of Venice shall manage development of the City's coastal areas along the Gulf of Mexico,

Roberts Bay, Intracoastal Waterway (ICW), and other waters by implementing the following coastal area development practices:

- D. Ensuring public access to coastal areas.
- E. Minimizing obstructions to views of coastal areas.

Policy 4.6 Harbor Management Plan.

By 2012, the City shall consider developing and implementing a Harbor Management Plan to expand and enhance boating and protect marine resources in Roberts Bay and surrounding areas. The plan should address:

- A. Navigation on the City's waterways.
- B. Boating accessibility.
- C. Improved boating facilities at Higel Park.
- D. Roberts Bay mooring field.
- E. Economic considerations of transient boaters.
- F. Hurricane safe harbor.
- G. Identification, protection and restoration of seagrass beds and marine ecosystems.

SECTION 3: REQUEST FOR PROPOSALS (RFP) RESPONSE & PROCEDURES

Submittal Requirements

Firms interested in being considered for the project can download a bid package from www.demandstar.com or picked up from the City of Venice Finance Department, 401 W. Venice Avenue, Venice, FL 34285, 941-486-2626 ext. 24002 and submit one (1) original and three (3) copies of the Response Package using the forms provided. No electronic submittals of drawings or design concepts will be accepted. The qualifications submittal shall include the following required information. Submittals lacking the required elements listed below may be considered non-responsive, may lose points, or be disqualified at the discretion of the City:

1. Project Name/City's Bid Number
2. Submitting firm's name, address, phone number and contact person.
3. Names of companies proposed as other team members and key personnel with titles and/or classifications.
4. Resumes and related experience of key team members identified.
5. Examples of Consulting Firm's qualifications and proof of any joint venture contract (if applicable).
6. Specific list of consulting projects of this type performed by team including location, contact references, and type of facilities constructed.
7. Present levels of insurance coverage for the primary Offeror and all Subcontracted Consulting Firms and Offerors.
8. All required forms in the Appendix.

Response Due Date

Proposals are due no later than the date provided in Section 2.0.

Submittals are to be delivered to:

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

Required Response Format

Responsiveness to the RFP. Submission of Required Information Forms.	2 points
Extensive experience in writing clear and understandable comprehensive plan text amendments for communities similar in character to the City of Venice.	5 points
Demonstrated ability to successfully engage a variety of stakeholders in the public participation process.	5 points
Professional qualifications, capability, and availability of the consultant team assigned to the project.	5 points
References - minimum of three (3) required.	3 points
Estimated project cost.	5 points
The thoroughness and detail of the work plan. Relevant information for the City's consideration such as preliminary project approach, schedule, office location, etc.	5 points
	Total Points= 30 points

Selection Process

A Selection Committee made up of members as described herein will review all responses to the RFP, rank the Consulting Firms, and present the recommended Consulting Firm to City Council for approval. If the Selection Committee is unable to come to a consensus regarding the ranking of the firms, the City reserves the right to have all firms present before the Council and have the Council make the final ranking.

To determine the relative ability of each firm to provide the required services, the City shall consider as a minimum the criteria given in this section. The order of the format is important to facilitate an efficient and uniform review of the packages as provided for under "Required Response Format". The Consulting Firms will be ranked using the scoring method defined in the "Required Response Format" and information below.

Selection Committee(s)

The Selection Committee is to be made up of the individuals from the City of Venice staff. The City reserves the right to increase or decrease the number of individuals that are members of the Selection Committee and/or replace individuals as needed in order to assure meeting the schedule. However, no less than three (3) individuals from the City staff will be used for shortlisting the RFPs received. It is anticipated that the same individuals will be utilized for the presentation. However, if a conflict

in schedule causes a change in personnel, the City reserves the right to adjust accordingly. It is the intention to utilize a Selection Committee during the presentations consisting of no less than three (3) City staff individuals to hear the presentations.

Rejection of Proposals

The City of Venice reserves the right to waive minor proposal irregularities, and to reject any and all Proposals or parts thereof, or to accept the Proposal(s) or parts thereof, when considered by it to be in the best interest of the City.

Questions During RFP Phase

Questions must be submitted in writing to jmayes@ci.venice.fl.us or by fax to (941) 486-2790, Attn: Jon Mayes, Procurement- Finance Department, for the City's consideration no later than August 6, 2013 by 1:00 P.M. Responses will be provided in writing and posted on www.demandstar.com for download.

Litigation Statement

Offerors shall verify in writing that they have not been sued by or taken legal action against the City within the last 5 years. If either event has occurred, the Offeror is to provide documentation describing events.

Drug Free Workplace Act

Offerors shall certify in writing to the City that they have established a drug free workplace.

Conflict of Interest Statement

Offeror verifies absence of or identifies up front any potential conflicts of interest.

Public Entities Crimes (FS 287.133)

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 bid on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Offeror, Supplier, Sub-Offeror, or Consulting Firm under a contract with any public entity, and may not transact business with any public entity in excess of twenty-five thousand dollars (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.

Required Forms

Each respondent must submit the following required information forms included in this bid:

Qualifications Statement

Local Preference Form

Project Team Form

Non-Collusion Affidavit

Public Entity Crimes Form

Drug Free Workplace Form

Indemnification/Hold Harmless Statement

Conflict of Interest/Litigation Statement

Consultant Affidavit

Lobbying Certification/Suspension & Debarment Form

END OF SECTION

APPENDIX

**SEALED REQUEST FOR PROPOSALS
CITY OF VENICE, FLORIDA
RFP# 2970-13
COMPREHENSIVE PLAN IMPLEMENTATION**

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 Room # 204
Venice, Florida 34285

CHECK ONE:

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

SUBMITTED BY:

NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

1. 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 Proposer is: _____

The address of the principal place of business is: _____

2. If the Proposer 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: _____

3. If Proposer 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: _____

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

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

6. 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 _____ }
City of _____ } SS.

On this the _____ day of _____, 2013, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Names of individual(s) who appeared before Notary) whose name(s) in/are Subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(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

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 Procurement 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.

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.

PROJECT TEAM

TEAM NAME: _____

FEDERAL ID No.: _____

Prime Role	Name & City of Residence of Individual Assigned to the Project	No. of Years Experience	Education, Degree(s)	Florida Active Registration Nos.
Principle-in-Charge				
Project Manager				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Sub-consultant Role	Company Name and Address of Office Handling this Project		Projected % of Overall Work on the Entire Project	Name of Individual Assigned to Project
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				

NON-COLLUSION AFFIDAVIT

State of _____

City of _____

} SS.

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer 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 Proposer, 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 Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

City of _____

On this the _____ day of _____, 2013, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Names of individual(s) who appeared before Notary) whose name(s) in/are Subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(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 an RFP 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 Offeror, supplier, Sub-Offeror, or Offeror 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 RFP package, hereby submit our proposal accordingly.

Signature: _____

Date: _____

Phone: _____

Fax: _____

Federal ID#: _____

DRUG FREE WORKPLACE

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFPs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm shall:

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

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

Concur _____

Variance _____

Date

Offeror's Signature

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 SubOfferors 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.

Concur _____

Variance _____

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,

_____, 2013.

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.

CONFLICT/NON CONFLICT OF INTEREST AND LITIGATION STATEMENT

CHECK ONE

☐ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

IN FLORIDA ONLY, JUDGMENTS AGAINST THE FIRM, AND SUITS AGAINST CITY OF VENICE. INCLUDE ACTIONS AGAINST THE FIRM BY OR AGAINST ANY LOCAL, STATE, OR FEDERAL REGULATORY AGENCY.

CHECK ONE

☐ The undersigned firm has had no litigation adjudicated against the firm on any projects in the last five (5) years and has filed no litigation against City of Venice in the last five (5) years.

OR

☐ The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the firm during the past five (5) years; all legal actions against City of Venice during the past five (5) years; and actions by or against any Federal, State and local agency during the past five (5) years.

Company Name: _____

Authorized Signature: _____

Name (print or type): _____

Title: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal. Should additional information regarding the above items come to the attention of City of Venice after award, the awarded contract shall be subject to immediate termination.

CONSULTANT AFFIDAVIT

STATE OF _____
CITY OF _____

Before me, the undersigned authority, personally appeared (Date) _____
who was sworn and says:

1. He is (Title) _____ of (Firm) _____ with office in (City and State) _____
_____.

2. The named firm is submitting the attached proposal for:

Description: Comprehensive Plan Implementation

Financial Project I.D. (s) _____ F.A.P. No(s) _____

in Venice City(ies), Florida.

3. The affiant has made diligent inquiry and answers this affidavit based upon his own knowledge.

4. Only one proposal for the above-referenced project will be submitted, under the same or different name, and the proposer has no financial interest in the firm or another proposer for the same work.

5. Neither the affiant or the firm has directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the firm's proposal on the above project. This statement shall restrict the discussion of pricing data until the completion of the execution of the Consultant Agreement for this project.

6. Neither the firm nor its affiliates, nor any one associated with them is presently debarred, suspended or otherwise ineligible from participating in contract lettings by any state agency in any state or the F.H.W.A.

7. Neither the firm, nor any officer, director, employee of the firm or any of its affiliates has been criminally or civilly charged with antitrust violations, or had convictions or judgments resulting from such charges. There have been no charges or subsequent convictions of any criminal act under state or federal law which involved fraud, bribery, conspiracy, public contract, except for matters previously disclosed to the Department and filed in Case No. (s) _____ with the Clerk of Agency Proceedings, (If inapplicable, enter N/A).

8. This affidavit includes disclosure of employees who were charged or convicted of contract crimes while in the employ of another company.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2013.

Notary
My Commission Expires:

NOTICE

Any evidence of collusion among participating proposers will preclude their recognition as proposers on such job and subjects them to penalties and restraints under applicable State and Federal Law.

PROPOSERS ON ALL DEPARTMENT PROJECTS MUST SIGN AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

LOBBYING CERTIFICATION/SUSPENSION & DEBARMENT

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

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

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

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

Suspension and Debarment

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

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

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

Signature

Printed Name

Firm Name

SAMPLE AGREEMENT FOR CONSULTANT SERVICES

PROJECT DESCRIPTION: The City of Venice (“City”) intends to select a consultant to perform professional planning services to:

1. Implement the City Comprehensive Plan (“Comp Plan”) through amendment to the City Land Development Code (“LD Code”), and
 2. Evaluate and amend the Comp Plan as necessary based on the amendments to the LD Code, and
 3. Perform professional planning services related to special projects as more particularly described in the Scope of Work.
-

SAMPLE AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made this _____ day of _____, 2013, between the City of Venice, _____ a _____ Florida _____ municipal _____ corporation _____ (“City”), _____ and _____, a Consultant authorized to work in the State of Florida (“Consultant”).

WITNESS:

The City desires to engage the Consultant to render professional consulting services for the project described in this Agreement, and the Consultant is willing to perform those services. Therefore, in consideration of the premises and agreements contained herein, the parties agree as follows:

ARTICLE I

Description of Project (“Project”)

1. Evaluate and amend the City of Venice Comprehensive Plan (“Comp Plan”); and
2. Implement the Comp Plan through amendments to the City of Venice Land Development Code (“LD Code”); and
3. Perform professional planning services as more particularly described in the Scope of Services.

ARTICLE II

Consultant’s Scope of Services

The Consultant shall perform professional consulting services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in the Scope of Services contained in Exhibit I including the proposed schedule and the Request for Proposal RFP Number 2970-13 [including Addendum 1 criteria], which is attached to this Agreement and incorporated herein by reference.

ARTICLE III

Changes in Scope

If changes occur either in the Consultant's Scope of Services or the Description of the Project, a supplemental agreement shall be negotiated at the request of either party.

ARTICLE IV

Consultant's Fee

A. Basic Fee.

As compensation for Basic Services as described in Exhibit I of this Agreement, and for services required in the fulfillment of Article II, the Consultant shall be paid a "Basic Fee", which shall constitute full and complete payment for these services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be the lump sum amount of _____.

B. Payment Schedule for Basic Fee.

The Basic Fee shall be paid in installments as the Consultant's work progresses based on invoices submitted by the Consultant no more frequently than monthly based on task percent completion as outlined in Exhibit I.

C. Certified Cost Records.

The Consultant shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For those purposes, the books of account for the Consultant shall be subject to audit by the City. The Consultant shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the City.

ARTICLE V

Records

A. Any notes, data, analyses, studies, and drawings collected or produced by the Consultant, as instruments of service, are and shall remain, the property of the Consultant. However, the Consultant shall furnish to the City copies of all such documents that were developed in the course of work for the City and for which compensation has been received by the Consultant.

B. The City shall make copies for the use of the Consultant of all of its maps, records, or other data pertinent to the work to be performed by the Consultant under this

Agreement, and also make available any other maps, records or other materials available to the City from any other public agency or body.

- C. Pursuant to applicable Florida law, the Consultant's records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, *et seq.*, as amended from time to time. The Consultant shall comply with all public record obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701(2013).

ARTICLE VI

Termination

- A. This Agreement may be terminated by either party upon 15 days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
- B. This Agreement may be terminated by the City for its convenience upon 15 days' prior written notice to the Consultant.
- C. In the event of termination, as provided in this Article, the Consultant shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all documents and other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VII

Assignment

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

ARTICLE VIII

Indemnity

The Consultant agrees to indemnify the City, its officials, officers, agents and employees and hold them harmless from all actions of any character brought because of any injury or damages sustained by any person, persons or property resulting from any asserted negligent

act, error or omission of the Consultant or its agents, subcontractors or employees. The Consultant is not required under this agreement to defend the City, its officials, officers, agents or employees, or any of them from assertions that the City was negligent, or indemnify the City from liability based on the City's negligence. The indemnity required hereunder shall not be limited by reason of specification of any particular insurance in this Agreement.

Article IX Prohibition Against Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE X Insurance

The Consultant agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided in the specifications of Request for Proposal RFP Number 2964-13 with insurance companies authorized to do business in the State of Florida, covering all operations under this Agreement, whether performed by it or its agent. Before commencing the work, the Consultant shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at 30 day's prior written notice shall have been given to the City.

ARTICLE XI Discrimination Prohibited

In performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

In Witness, the parties have executed this Agreement as of the day and year written first above.

By: _____

Its: _____

CITY OF VENICE, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk