



CITY OF VENICE, FLORIDA

Request for Qualifications

RFQ # 3020-15

Date of Issue: December 5, 2015

Submission Deadline: January 6, 2016 at 2:00 PM

Title and Purpose of RFQ:

**REQUEST FOR QUALIFICATIONS –LANDSCAPE
ARCHITECTURE SERVICES**

Offerors Are Not Required To Return This Form.

**CITY OF VENICE, FLORIDA
REQUEST FOR QUALIFICATIONS**

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 Qualifications (RFQ) specifications.

RFQ NUMBER: 3020-15

**RFQ TITLE: REQUEST FOR QUALIFICATIONS –LANDSCAPE
ARCHITECTURE SERVICES**

PROJECT DESCRIPTION: The City of Venice, Florida is searching for one or more Landscape Architect Firm(s) to provide on-going services including, but not limited to, preparation of several conceptual designs for landscaping the downtown commercial area along West Venice Avenue. The City intends to retain one (1) or more qualified firms to provide the services for a period of three years with an additional two-year option. Completion of the scope of services may extend beyond the agreement's three-year term, but no minimum amount of service or compensation will be assured to the retained firm(s). The selected consultant(s) will be required to abide by all applicable federal, state and local laws and ordinances.

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

RFQ SUBMITTAL DEADLINE DATE & TIME: January 6, 2016 at 2:00 p.m.

PRE-PROPOSAL CONFERENCE: No

The City is using a Request for Qualifications for this project and will award the contract to the Proposer(s) the City finds, in its sole discretion, best meets the long term needs of the City.

Specifications and Bid/RFQ 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 Bid/RFQ documents at the City of Venice Finance- Purchasing Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 882-7422 at no charge.

All proposers should ensure that the proposal is both complete and accurate. The City may require additional information or data from any of the Proposers. An evaluation committee that has been appointed by the City will evaluate proposals.

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 and legal requirements of the RFQ. 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 **ONE (1) ORIGINAL, THREE (3) COPIES, and ONE (1) ELECTRONIC VERSION** of their proposals, in a sealed envelope marked **“SEALED REQUEST FOR QUALIFICATIONS, RFQ # 3020-15, “REQUEST FOR QUALIFICATIONS – LANDSCAPE ARCHITECTURE SERVICES”**, and delivered to the City of Venice Purchasing 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 January 6, 2016, 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 RFQ must be submitted in writing to Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285. Or sent via e-mail to pboers@venicegov.com. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be December 29, 2015 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 one or more the firms submitting qualification packages. The City reserves the right to award the contract to a responsible proposer(s) 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 RFQ during any phase of this RFQ. 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
Peter Boers, Procurement Manager

PUBLISH: December 5, 2015
December 9, 2015

SECTION 1: GENERAL CONDITIONS

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:

- 7.1 Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.
- 7.2 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.
- 7.3 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.
- 7.4 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: NOT APPLICABLE~~

- ~~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 and Business Auto).
- 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-Offeror, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 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-Offeror who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Offeror acceptable to the City.

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-Offeror under a Contract to Offeror or higher tier Sub-Offeror any person associated therewith, as an inducement of the award of a subcontract or order.
- 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-Offers, 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-Officer, 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-Officer 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," 42 U.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 SERVICES

Primary Project

Introduction

The City of Venice, Florida is searching for one or more Landscape Architect(s) for on-going services including, but not limited to, preparation of several conceptual designs for landscaping the downtown commercial area along West Venice Avenue. Citizens, stakeholder groups and City officials will review the conceptual designs and the City Council will select a preferred alternative for implementation.

Background

The City of Venice is located in Southwest Florida on the Gulf of Mexico. While first settled in the 1870's, Venice officially became a city in 1927. The renowned architect John Nolen designed the layout of the City. The City served as the winter home of the Ringling circus for many years and was home to an Army air base through World War II. The air base is now the Venice Municipal Airport. West Venice Avenue is the main thoroughfare of the City's downtown and connects U.S. 41 with Venice Municipal Beach and other waterfront areas. The City sees an influx of tourists and seasonal residents every winter, nearly doubling its population.

Over the years, the landscape has undergone periodic changes as the city grew and as the various trees and plants followed their natural cycle. In recent years, the Canary Date Palms imported into Florida have become susceptible to a fungus that kills them from within and for which there is no effective treatment or cure. Approximately half the Canary Palms have already been lost leaving large gaps in the landscape. In addition, Washingtonian palms have grown too tall and now pose a safety hazard. The city would have to rent special equipment in order to prune many of the largest palms.

Proposed Scope of Work

- 1) Meet with city officials to review the downtown area and various city plans and guidelines.
- 2) Prepare a minimum of three (3) conceptual plans.
- 3) At least one concept should incorporate the use of native plants.
- 4) At least one concept should incorporate elements of water conservation.
- 5) All plans should consider maintenance requirements as city staff resources are limited, although the city does have an impressive number of volunteers.
- 6) Attend a minimum of two public meetings.
- 7) Provide both color renderings and electronic versions of each conceptual plan.
- 8) Coordinate with City Engineer related to future planned physical changes to the center median on West Venice Avenue.

Secondary Project(s)

Additional services may include planning, design and management of landscape architecture projects. Projects may include, but are not limited to, street and highway medians, parking lots, parks and beaches, public building grounds, mitigation areas, neighborhood development projects, utility sites, bikeways, drainage areas, retention/detention ponds, and sidewalk projects. Also required will be residential, commercial and industrial landscape plan review and comment.

Proposers must have the capability to provide the following services.

- Provide landscape design, planting plans and specifications, in AutoCAD or like program
- Provide irrigation design, plans and specifications, in AutoCAD or like program
- Prepare cost estimates and plans for bidding purposes and provide oversight of design implementation
- Perform site inventory and analysis
- Provide permitting services
- Attend and participate pre-bid, pre-proposal, and other various meetings
- Perform on-site project management for design implementation
- Perform construction administration and oversight activities

SECTION 3: INSURANCE INFORMATION

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

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

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

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

3. The “Acord” certification of insurance form should be used.
4. Required Coverage
 - a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
 - b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
 - c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
 - d) **Professional Liability:** with limits of not less than \$1,000,000 for professional services rendered in accordance with this contract. CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the CONSULTANT shall notify the City's Administrative Services Department within thirty (30) days of the change.
5. Policy Form:
 - a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers

Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

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

END OF SECTION

SECTION 4: SELECTION PROCESS

RFQ SELECTION PROCEDURES

Selection Process

Selection of a Design Firm will adhere to the conditions of 287.055 Florida Statutes, the Consultant's Competitive Negotiations Act. A Selection Committee made up of members as described herein will review all responses to the RFQ, establish a shortlist, and may hear presentations by the Firms on the shortlist, rank the Firms, and present the rankings to the City Council for approval. Negotiations will begin with the top ranked firm(s).

To determine the relative ability of each firm to provide the required services, the City shall consider as a minimum the criteria given below. The order of the format is important to facilitate an efficient and uniform review of the packages as provided for in the submission criteria. A list of the top ranked Firms will be established after detailed review of the qualifications. The Firms will be ranked using the qualifications criteria below.

The following steps will be followed in the selection process:

1. City management and staff will review each response that is submitted and determine which ones are considered responsive to the RFQ.
2. The City staff tasked with the review of the responses to the RFQ will meet to review, discuss, and independently score the responses in a publicly advertised meeting using the selection criteria matrix attached.
3. The City will shortlist proposals and may interview the shortlisted proposers before ranking the proposers.
4. City staff will negotiate a contract with the top ranked proposer(s). If staff is unable to negotiate a satisfactory contract with one or more of the highest ranked firms, negotiations will be terminated with those firms and then negotiation with one or more of the lower-ranked firms will proceed and so on in order of preference if needed.
5. The City Council will approve the final negotiated contract(s).

* The City reserves the right to award to more than one firm

Selection Criteria

The qualification criteria applied to the selections of firms for further consideration are the following:

- Specialized experience and technical competence of the firm in the discipline of architecture.
- Past work experience including the design, bid period support and construction administration/inspection of projects representative of some or all of the service areas presented above.
- Professional qualifications of staff personnel. The firm must have a registered Architect on staff and be certified to perform Architectural services within the State of Florida at the time of RFQ submission.
- Capacity of assigned and identified staff to accomplish work.

- Ability to perform the services expeditiously at the request of the City. Location and availability of technical support people and assigned project manager to the City within a reasonable timeframe will be a factor in overall evaluation.

Selection Committee

The Selection Committee is anticipated to be made up of the individuals from the categories listed herein. 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 categories below will be used for shortlisting the RFQs received. The same individuals shall be utilized for the presentations, if necessary. However, if a conflict in schedule causes a change in personnel, the City reserves the right to proceed without that individual. It is the intention to utilize a Selection Committee during the presentations consisting of no less than three (3) individuals to hear the presentations.

Scoring Method

The scoring method for the RFQ will be based on the six (6) required comments of the qualifications response. There will be no points given to the letter of interest. The remaining six (6) items will add up to 100 points as given in Section 2.3.

SELECTION CRITERIA	WEIGHT %
Project team organization chart, resumes, and key personnel experience.	40%
Project team experience with governments of similar size to the City.	30%
Ability to perform the services expeditiously at the request of the City. Location and availability of technical support people and assigned project manager to the City	20%
Completeness of RFQ submittal	10%

Project team organization chart, resumes, and key personnel experience 40%

This section requires that the project team organization chart, resumes and key personal experience make the lines of communication and responsibility very clear as well as who the Project Manager of the overall project is. If there is a key individual in charge of the design and permitting process. Maximum points will be given to key personnel experience that is relevant to projects with Government of similar size to the City of Venice.

Project team experience with governments of similar size to the City 30%

The fourth section of the RFQ deals with relevant and related experience and qualifications. Maximum points will be given to projects where the related experience and qualifications of the firm correlates directly with the project team members per the organization chart and their resumes.

The specific list of projects must contain a description of the type of facilities constructed. Provide a specific reference for contact by the City that can attest to the work performed by the consulting team member. One should anticipate that these references will be called, that the responses to these references will affect the awarding of points in this category.

Ability to perform the services expeditiously at the request of the City. Location and availability of technical support people and assigned project manager to the City 20%

The points will be awarded based on factors such as the physical location of the Firm's office and its Design Professionals and sub-consultants. Firms that have the ability to complete all the services in-house may be awarded more points than firms that require sub-consultants unless a compelling rationale is given as to why the diversified team approach is better for this particular project. Firms that do not adequately anticipate nor cover in-house all of the services required (such as ecological, geotechnical, structural engineering, landscape architects services, etc.) will receive less points than firms whose response properly identifies all the design professionals required to provide the scope of services.

Completeness of RFQ submittal 10%

RFQ packages must include adequate proof of insurance coverage for all team member firms and proof of professional registrations required to perform design and permitting activities required by the project and include all other required forms (such as the Drug Free Workplace Form, etc.).

Other Considerations

The City will allow an Additional Consideration Section for the applicants to present any other relevant information that they believe should be considered during the qualifications shortlisting process. This information can include a preliminary project approach, recommendation letters, color photos, or any other type of information that they feel should be taken into account during our selection process.

Shortlisting and Notification

Subsequent to selection and approval by the City, all respondents to this solicitation will be notified in writing regarding the selection of the top ranked Firms.

Reuse of Design Ideas

Upon submittal of proposals and oral presentations, all information becomes public information and the concepts or design ideas advanced by any Design Firm may be reused directly or indirectly by the City without any limitation or payment to the Design Firm. Granting the City the right to reuse documents contained in the presentation and proposal is a condition of presenting the proposals.

Challenge of Notice of Intent to Award

Any person adversely affected by the City's decision, or intended decision, on the award is entitled to challenge the award by filing a written notice of protest within 24 hours after the posting of the intent to award. A copy of the City's protest procedures may be obtained through the Purchasing Department upon request.

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.

Negotiations with Top Ranked Firm(s)

Following the scoring and ranking of the proposals, negotiations will begin with the top ranked firm(s). If negotiations are unsuccessful with the top ranked firm(s), negotiations will continue with the next ranked firm until acceptable terms for a Contract are established.

SECTION 6: SUBMISSIONS DETAILS

Submittal Requirements

- a) Introductory letter providing a description of the firm, interest in providing this service to the City and reasons why the firm should be awarded a contract.
- b) Information about the firm to include:
 - i) Size;
 - ii) Location;
 - iii) Number of years in business;
 - iv) Qualifications of staff to be assigned to the contract and resumes of each;
 - v) Information regarding any past, present or pending bankruptcy;
 - vi) Any conditions, variances or exceptions that the firm plans to take concerning this solicitation and/or the General Terms and Conditions and the reason for each;
 - vii) Information on any conflicts of interest that may exist for the firm in providing these services to the City.
- c) Description of the firm's experience and success in providing landscape architecture services.
- d) A narrative describing the general approach to the provision of services including deliverables.
- e) A description of assistance and information that the firm expects the City to provide.
- f) At least three (3) applicable references including name, title, contact information, description of the services provided.
- g) A description of any other firms or organizations that the firm intends to use in the provision of services to the City.
- h) Required Forms, Certificate of Insurance, Certifications.

REQUEST FOR QUALIFICATIONS (RFQ) RESPONSE & PROCEDURES

Submittal Requirements

Design Firms interested in being considered for the project must submit one (1) original, three (3) copies, and one (1) electronic version 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

Response Due Date

Technical Proposals due no later than the date provided in the Request for Qualifications.

Submittals are to be delivered to:

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

Questions during RFQ Phase

Questions must be submitted in writing to pboers@venicegov.com or by fax to (941) 486-2790, Attn: Peter Boers, Purchasing Manager, for the City's consideration no later than 1:00 PM, December 28, 2015. Responses will be provided in writing by and posted on www.demandstar.com for download and will also be available through the Purchasing office.

Litigation Statement

Contractors 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 Contractor is to provide documentation describing events.

Drug Free Workplace Act

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

Conflict of Interest Statement

Contractor 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 Contractor, Supplier, Subcontractor, or Design 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 shall submit the required information form as attached:

- Qualifications Statement,
- Project Team Form,
- Drug Free Workplace Form,
- Conflict of Interest, and Litigation Statement,
- Non-Collusion Affidavit,
- Public Entity Crimes Form,
- Indemnification/Hold Harmless Statement.

All Required forms are included in this package.

APPENDIX

**SEALED REQUEST FOR QUALIFICATIONS
CITY OF VENICE, FLORIDA**

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 _____ }
County of _____ } SS.

On this the _____ day of _____, 2016, 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, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(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

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				
Project Architect				
Project Construction Administrator				
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

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

} SS.
}

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the 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 _____

County of _____

On this the _____ day of _____, 2016, 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 RFQ proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

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

Signature: _____
Phone: _____
Federal ID#: _____

Date: _____
Fax: _____

DRUG FREE WORKPLACE

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFQs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFQ 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 an RFQ, 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 RFQ, 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

Contractor'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 Subcontractors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

I, _____, being an authorized representative of the firm of
_____ located at City _____, State
_____, Zip Code _____ Phone: _____ Fax:
_____. Having read and understood the contents above, hereby submit
accordingly as of this Date, _____, 2016.

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.

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS
STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO
AMERICAN RECOVERY AND REINVESTMENT ACT UNITED STATES
DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
 - a. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - b. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and (b) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or Local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 2016.

By: _____
Authorized Signature

Typed Name of Title

Recipient's Firm Name

Street Address

City/State/Zip Code

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.

CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT
401 W. VENICE AVE. - ROOM # 204
VENICE, FL. 34285
(941) 486-2626
FAX (941) 486-2790
ADDENDUM NO. 1

Date: December 7, 2015

To: All Prospective Proposers

Re: RFQ 3020-15 Request for Qualifications – Landscape Architecture Services

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

Section 4: Selection Process (Page 18), Selection Criteria has been amended to read:

- Professional qualifications of staff personnel. The firm must have ~~a registered Architect on staff and be certified to perform Architectural services within the State of Florida at the time of RFQ submission.~~ at least one (1) Landscape Architect employed with the Proposer and registered in the state of Florida practicing in the area of landscape design. The landscape architect must be a direct employee of the firm, not a subcontractor.

Deletions have been noted with a ~~striketrough~~, and additions via an underline.

Peter A. Boers
Procurement Department

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486- 2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:

Signature

Company

Date