



CITY OF VENICE, FLORIDA

Finance Department

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

Request for Proposals

RFP Number 2980-14

Date of Issue: February 7, 2014

Submission Deadline: March 7, 2014

Title and Purpose of RFP:

**STRATEGIC PURCHASING AGREEMENT FOR WATER, SEWER AND
RELATED MATERIALS**

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

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

RFP NUMBER: 2980-14

RFP TITLE: STRATEGIC PURCHASING AGREEMENT FOR WATER, SEWER AND RELATED MATERIALS

PROJECT DESCRIPTION: The City of Venice intends to establish a partnering agreement with a utility material Supplier to provide various categories of utility materials as may be needed to support the City's Utilities department.

The City of Venice requires materials associated with the construction, maintenance, and repair of the public utility system. In most cases the requirement is met with the use of in-house material inventories, but the majority of the materials will be on a "will call" basis. However, on occasion, materials are needed on an emergency status, too.

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

RFP SUBMITTAL DEADLINE DATE & TIME: March 7, 2014 at 2:00 P.M.

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

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

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

Qualified firms are invited to deliver four (4) copies of their proposals, one (1) original, three (3) copies, in a sealed envelope marked "**SEALED REQUEST FOR PROPOSALS, RFP # 2980-14: STRATEGIC PURCHASING AGREEMENT FOR WATER, SEWER AND RELATED MATERIALS**", and delivered to the City of Venice, Procurement- Finance Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for proposals received after 2:00 P.M., on March 7, 2014 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.

Please note: there is no pre-bid meeting for this RFP. All questions, comments, or concerns about this RFP must be submitted in writing to Mr. Jon Mayes, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285 or at jmayes@venicegov.com. Mr. Mayes is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Mayes. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that questions will be accepted is February 19, 2014 by 1:00 P.M.**

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

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

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

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

CITY OF VENICE, FLORIDA

PUBLISH: Saturday, February 8, 2014

Wednesday, February 12, 2014

SEALED REQUEST FOR PROPOSALS
CITY OF VENICE, FLORIDA
RFP# 2980-14

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 Procurement- Finance Department by the date and time specified for opening.
- 6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.
- 7. PRICES, TERMS AND PAYMENT:**
- Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.
- 7.1 BID PRICE/MISTAKES: The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.
- 7.2 INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY. The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards. Check or the ACH (Automated Clearing House) process may also be used if the City desires to select this form of payment. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. **No surcharges will be accepted for the use of purchasing cards.**
- 7.3 TAXES: The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must

not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

8. CONDITION AND PRICING:

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

9. SAFETY STANDARDS:

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

10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Procurement- Finance Department 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 Procurement- Finance Department or designated representative.

11. DELIVERY:

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

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

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

13. SUBMITTAL PREPARATION COST:

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

14. ACCURACY OF SUBMITTAL INFORMATION:

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

15. LICENSES:

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

16. LOCAL PREFERENCE:

- 16.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.
- 16.2 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.
- 16.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.
- 16.4 In the event the local office is not the primary location of the vendor, at least ten percent (10%) of the vendor's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.
- 16.5 Offerors wishing to be given preference as a local business must submit **with their offer**, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.
- 16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.
- 16.7 Information regarding Sarasota County's Local Business Tax can be found at www.sarasotataxcollector.governmax.com.
- 16.8 In case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.

17. POSTING OF NOTICE OF INTENT:

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

18. PUBLIC RECORDS/TABULATION:

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

19. RESERVED RIGHTS;

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

20. INDEMNIFICATION/HOLD HARMLESS:

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

21. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT :

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

22. GRATUITIES AND KICKBACKS:

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

23. EQUAL EMPLOYMENT OPPORTUNITY:

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

24. TERMS FOR FEDERAL AID CONTRACTS:

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

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 NONDISCRIMINATION: The Consultant, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of Sub-Offerors, including procurements of material, and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.
- 24.5 SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations made by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Sub-Offeror, supplier or lessor shall be notified by a consultant of the consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color religion, sex or national origin.
- 24.6 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.
- 24.7 **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.
- 24.8 **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-Offeree 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.
- 24.9 **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.
- 24.10 **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.
- 24.11 **PARTICIPATION BY MINORITY BUSINESS ENTERPRISES:** The Consultant shall agree to abide by statements in Paragraph (1) and (2) which follow. These statements shall be included in all subsequent agreements between the Consultant and any subconsultant or Offeror:
1. "Policy: It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this agreement."
 2. "MBE OBLIGATION: The recipient or its Offeror agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this agreement. In this regard, all recipients or Offerors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or Offerors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their Offerors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."
- 24.12 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, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- 24.13 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.
- 24.14 The Department hereby 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;
- 24.15 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.

- 24.16 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.
- 24.17 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.

25. 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

26. 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.

27. 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.

28. 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.

29. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- 29.1 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 Procurement- Finance Department of all conflicts, errors and discrepancies, if any, in the solicitation documents.
- 29.2 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.

30. SPECIFICATIONS:

- 30.1 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.
- 30.2 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.

31. 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.

32. 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.

33. 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.

34. ASSIGNMENT:

34.1 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.

34.2 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.

35. SOLICITATION FORMS:

35.1 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.

35.2 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.

35.3 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.

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

36.1 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.

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

36.3 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.

36.4 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.

37. CIVIL RIGHTS:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

The CONSULTANT or SUBGRANTEE shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONSULTANT or SUBGRANTEE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of (Florida Department of Transportation, the Federal Highway Administration, Federal Aviation Administration, the US Department of Energy, US Department of Justice, or Office of Housing and Urban Development) assisted contracts. Failure by the CONSULTANT or SUBGRANTEE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the City deems appropriate.

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

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

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

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

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

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

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT or SUBGRANTEE agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with

Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may Issue.

(4) Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that the Federal agency determines otherwise in writing, the CONSULTANT or SUBGRANTEE agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-l 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.

38. 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:

- 38.1 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.
- 38.2 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.

- 38.3 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.
- 38.4 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.

- 38.5 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.

39. SCRUTINIZED COMPANIES:

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The CITY agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of the PROJECT.

END OF SECTION

“ATTACHMENT A”

Insurance:

Before performing any work, the Company 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.

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

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

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

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, & Employees.

B. Insurance requirements itemized in this Contract, and required of the Company, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Company 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 Risk Manager.

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 Company's liability nor to fulfill the indemnification provisions and requirements of this Contract.

F. The Company 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 Company until such time the Company shall furnish additional security covering such claims as may be determined by the City. Deductible levels should be acceptable to 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 Company agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected 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 Risk Manager, 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 Company's insurance company and the City's Risk Manager, as soon as practicable after notice to the insured.

END OF SECTION

SECTION 2: SCOPE OF WORK

INTENT:

The intent of the City of Venice is to establish a partnering agreement with a utility material Supplier to provide various categories of utility materials as may be needed to support the City's Utilities departments. The proposed term of the awarded agreement is three (3) years, with possible two (2) one (1) year renewals.

The City of Venice requires materials associated with the construction, maintenance, and repair of the public utility system. In most cases the requirement is met with the use of in-house material inventories, but the majority of the materials will be on a "will call" basis. However, on occasion, materials are needed on an emergency status, too.

GOAL:

The City of Venice is interested in maximizing the impact of expenditures as it relates to achieving additional value that would further the community of citizens and their taxed base funding. As such, Suppliers are encouraged to consider, develop, and propose value added concepts, programs, components that would further enhance the proposed acquisition represented in this solicitation request.

Presently, the City of Venice purchases utility materials from numerous suppliers. In an effort to standardize operations and establish continuity of supply, the City has developed this RFP to consolidate these products and supplies under one supplier for a three-year agreement, with fixed pricing for the standardized family of listed products. Following the establishment of this pricing agreement, the City will implement yearly blanket purchase orders for supplies from the chosen supplier.

SCOPE:

- 1) Supplier shall have a presence to the City and with specific stocking, storing, and inventory locations within a two hour time frame of the City of Venice.
- 2) Pricing shall be based upon price quantity/volume discounts.
- 3) Ability of the chosen supplier to furnish requested utility products on a same day, next day, and on an 'emergency' basis. This shall include a twenty-four hour/seven days a week (24/7) contact and assistance for after-hours emergencies. The supplier shall be able to deliver product to each City delivery point directly, with the use of their vehicles. The City of Venice does operate a centralized receiving/inspection warehouse facility that will accept the majority of the deliveries. However, the supplier may be required to deliver and unload orders to specific project locations.
- 4) Supplier shall maintain an inventory in quantities and stock to adequately support the City of Venice utility operations. Additionally, the supplier shall be able to hold and furnish a safety stock inventory program for the City at supplier's local facility, to enable quick delivery on an as needed basis.

- 5) The supplier shall provide the ability to order -and expedite utility maintenance products via an online internet link. This shall include future support of updating the City's procurement system with changes.
- 6) Supplier shall provide on-line availability for management reports and printing of invoices.
- 7) Supplier shall be able to provide a monthly spending and volume report to the City's Finance and Utility Departments.
- 8) Supplier shall accept payment for orders via City of Venice Purchasing Card P-Cards with no additional mark-up for interchange rate or merchant services provider fees.
- 9) Customer service is of the utmost importance to the City of Venice. The chosen Supplier shall have a phone system and support to provide customer service twenty-four hour/seven days a week (24/7).
- 10) Supplier shall provide and fully implement online ordering and maintain an inventory of the core list of products, as required by the City, upon notice to proceed on this service. Also, immediately following notice to proceed, the chosen supplier shall have the capability to accept orders, provide inventory products, and provide timely delivery to the City of Venice.
- 11) The supplier shall inform the City's Utilities Department to introduce new cost effective or more efficient products that may replace items currently stocked by the City.
- 12) Additional 'repetitive items' may be added to the contract as may be needed. The prices for such materials will be negotiated between the City of Venice and the supplier.
- 13) Suppliers shall indicate, with their submittal, a percentage mark-up over cost or discount from published catalog price for the balance of the line for the purchase of 'uncommon items'.
- 14) All materials shall be as specified in the most current version of the City's Standard Details. These Standard Details are available at the following location: <http://www.venicegov.com/forms.asp>

ESTIMATED QUANTITIES:

It is anticipated that the City of Venice will procure the estimated volume as indicated on the enclosed items list; this list is based on prior consumption levels and of the top most used items. This estimated volume will be used as the basis of award of the contract and should not be construed as representing the actual volume to be purchased under the contract. Contract shall be let for the quantities actually ordered as needed/when needed during the contract period. However, the City reserves the right to increase and decrease these quantities.

<i>Item</i>	<i>Description</i>	<i>Type</i>	<i>Material or Coating</i>	<i>Description</i>	<i>Size</i>	<i>Manufacturer</i>	<i>Usage/ Yr</i>
1	Box, Meter	w/ Lid	Plastic	Jumbo		Carson/Brooks 1220	50
2	Box, Meter	w/ Lid	Plastic	Standard		Carson/Brooks 1419	50
3	Box, Valve/Mtr	w/ Lid	Metal	Oval		Rome 1910	10
4	Box, Valve/Mtr	w/ Lid	Metal	Rectangular		Davis 112 Jumbo	10
5	Clamp, Repair	for AC	Stainless Stl	L=10"	3"	EZ Max	5
6	Clamp, Repair	for AC	Stainless Stl	L=10"	4"	EZ Max	10
7	Clamp, Repair	for AC	Stainless Stl	L=12"	6"	EZ Max	10
8	Clamp, Repair	for AC	Stainless Stl	L=12"	8"	EZ Max	10
9	Clamp, Repair	for AC	Stainless Stl	L=15"	10"	EZ Max	2
10	Clamp, Repair	for AC	Stainless Stl	L=15"	12"	EZ Max	2
11	Clamp, Repair	for AC	Stainless Stl	L=6"	2"	EZ Max	5
12	Clamp, Repair	for CTS	Stainless Stl	L=3"	3/4"	Ford	24
13	Clamp, Repair	for CTS	Stainless Stl	L=3"	1"	Ford	24
14	Clamp, Repair	for CTS	Stainless Stl	L=3"	1 1/2"	Ford	5
15	Clamp, Repair	for CTS	Stainless Stl	L=3"	2"	Ford	6
16	Clamp, Repair	for DI	Stainless Stl	L=12"	2"	EZ Max	4
17	Clamp, Repair	for DI	Stainless Stl	L=12"	3"	EZ Max	6
18	Clamp, Repair	for DI	Stainless Stl	L=12"	4"	EZ Max	6
19	Clamp, Repair	for DI	Stainless Stl	L=12"	6"	EZ Max	6
20	Clamp, Repair	for DI	Stainless Stl	L=12"	8"	EZ Max	4
21	Clamp, Repair	for DI	Stainless Stl	L=12"	10"	EZ Max	2
22	Clamp, Repair	for DI	Stainless Stl	L=15"	12"	EZ Max	2
23	Clamp, Repair	for PVC	Stainless Stl	L=10"	3"	EZ Max	6
24	Clamp, Repair	for PVC	Stainless Stl	L=10"	4"	EZ Max	6
25	Clamp, Repair	for PVC	Stainless Stl	L=12"	6"	EZ Max	6

26	Clamp, Repair	for PVC	Stainless Stl	L=12"	8"	EZ Max	6
27	Clamp, Repair	for PVC	Stainless Stl	L=15"	10"	EZ Max	4
28	Clamp, Repair	for PVC	Stainless Stl	L=15"	12"	EZ Max	4
29	Clamp, Repair	for PVC	Stainless Stl	L=6"	2"	EZ Max	6
30	Clamp, Repair	for PVC	Stainless Stl		3/4"	Ford	24
31	Clamp, Repair	for PVC	Stainless Stl		1"	Ford	24
32	Clamp, Repair	for PVC	Stainless Stl		2"	Ford	6
33	Coupling	for AC	Fusion Bonded Epoxy		4"	Hymax	6
34	Coupling	for AC	Fusion Bonded Epoxy		6"	Hymax	6
35	Coupling	for AC	Fusion Bonded Epoxy		8"	Hymax	4
36	Coupling	for AC	Fusion Bonded Epoxy		10"	Hymax	4
37	Coupling	for AC	Fusion Bonded Epoxy		12"	Hymax	2
38	Coupling	for Clay	Rubber	Flexible	6"x6"	Fernco	6
39	Coupling	for Clay	Rubber	Flexible	8"x6"	Fernco	6
40	Coupling	for Clay	Rubber	Flexible	8"x8"	Fernco	6
41	Coupling	for PVC	Rubber	Flexible	8"x6"	Fernco	6
42	Coupling	for PVC	Rubber	Flexible	6"x6"	Fernco	6
43	Flusher	Auto	Misc.		2"	Kupferle Eclipse 9400	2
44	Grip Ring	for DI	Fusion Bonded Epoxy		2"	Romac	4
45	Grip Ring	for DI	Fusion Bonded Epoxy		3"	Romac	6
46	Grip Ring	for DI	Fusion Bonded Epoxy		4"	Romac	6
47	Grip Ring	for DI	Fusion Bonded Epoxy		6"	Romac	6
48	Grip Ring	for DI	Fusion Bonded Epoxy		8"	Romac	6
49	Grip Ring	for DI	Fusion Bonded Epoxy		10"	Romac	6
50	Grip Ring	for DI	Fusion Bonded Epoxy		12"	Romac	6
51	Grip Ring	for PVC	Fusion Bonded Epoxy		2"	Romac	6
52	Grip Ring	for PVC	Fusion Bonded Epoxy		3"	Romac	6
53	Grip Ring	for PVC	Fusion Bonded Epoxy		4"	Romac	6
54	Grip Ring	for PVC	Fusion Bonded Epoxy		6"	Romac	6
55	Grip Ring	for PVC	Fusion Bonded Epoxy		8"	Romac	6
56	Grip Ring	for PVC	Fusion Bonded Epoxy		10"	Romac	6
57	Grip Ring	for PVC	Fusion Bonded Epoxy		12"	Romac	6
58	Hydrant, Fire	5' Bury Depth			5.25"	American B84 BV/Mueller A423	6
59	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	2"	Star, 4000P	6

60	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	3"	Star, 4000P	12
61	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	4"	Star, 4000P	12
62	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	6"	Star, 4000P	12
63	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	8"	Star, 4000P	12
64	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	10"	Star, 4000P	6
65	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	12"	Star, 4000P	2
66	Pipe	C-900, Blue	PVC	DR18, L=20'	4"		400'
67	Pipe	C-900, Blue	PVC	DR18, L=20'	6"		400'
68	Pipe	C-900, Blue	PVC	DR18, L=20'	8"		400'
69	Pipe	C-900, Blue	PVC	DR18, L=20'	10"		100'
70	Pipe	C-900, Blue	PVC	DR18, L=20'	12"		100'
71	Pipe	PE, Blue	Potable Water	SDR9, L=20'	3/4"		500'
72	Pipe	PE, Blue	Potable Water	SDR9, L=20'	1"		1000'
73	Pipe	PE, Blue	Potable Water	SDR9, L=20'	2"		500'
74	Pipe	PE, Purple	Reclaimed Water	SDR9, L=20'	3/4"		500'
75	Pipe	PE, Purple	Reclaimed Water	SDR9, L=20'	1"		600'
76	Pipe	PE, Purple	Reclaimed Water	SDR9, L=20'	2"		200'
77	Pipe	SCH 40, White	PVC	L=20'	4"		100'
78	Pipe	SCH 40, White	PVC	L=20'	6"		100'
79	Pipe	SCH 40, White	PVC	L=20'	8"		100'
80	Sleeve	Tapping	Stainless Stl		6"	Ford	2
81	Tap, Saddle	for AC	Fusion Bonded Epoxy	S/S bands, Hdrwr	2"x1"	Ford/Smith-Blair/JCM	4
82	Tap, Saddle	for AC	Fusion Bonded Epoxy	S/S bands, Hdrwr	6"x1"	Ford/Smith-Blair/JCM	6
83	Tap, Saddle	for AC	Fusion Bonded Epoxy	S/S bands, Hdrwr	8"x1"	Ford/Smith-Blair/JCM	6
84	Tap, Saddle	for AC	Fusion Bonded Epoxy	S/S bands, Hdrwr	10"x1"	Ford/Smith-Blair/JCM	1
85	Tap, Saddle	for AC	Fusion Bonded Epoxy	S/S bands, Hdrwr	12"x1"	Ford/Smith-Blair/JCM	2
86	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	2"x1"	Ford/Smith-Blair/JCM	6
87	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	3"x1"	Ford/Smith-Blair/JCM	4
88	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	4"x1"	Ford/Smith-Blair/JCM	6
89	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	6"x1"	Ford/Smith-Blair/JCM	6
90	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	8"x1"	Ford/Smith-Blair/JCM	4
91	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	12"x1"	Ford/Smith-Blair/JCM	4
92	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	2"x1"	Ford/Smith-Blair/JCM	4
93	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	3"x1"	Ford/Smith-Blair/JCM	4

94	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	4"x1"	Ford/Smith-Blair/JCM	4
95	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	6"x1"	Ford/Smith-Blair/JCM	4
96	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	8"x1"	Ford/Smith-Blair/JCM	4
97	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	10"x1"	Ford/Smith-Blair/JCM	4
98	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	12"x1"	Ford/Smith-Blair/JCM	4
99	Tap, Wrap-Type	for C-900	Stainless Stl	S/S bands, Hdrwr	16"x8"x2"	Power Seal 341616A200TK	1
100	Tap, Wrap-Type	for C-900	Stainless Stl	S/S bands, Hdrwr	20"x8"x2"	Power Seal 341620A200TK	1
101	Valve	Air Release	Stainless Stl		2"	H-TEC 986	2
102	Valve	Corporation Stop	Brass		1"	Ford F1100	24
103	Valve	Curb Stop	Brass	Lockable	1"	Ford B43-444W	24
104	Valve	Curb Stop	Brass	Lockable	3/4"	Ford B43-232W	24
105	Valve	Curb Stop	Brass	Lockable	1"x3/4"	Ford	24
106	Valve	Gate	Fusion Bonded Epoxy	Resilant Wedge	3"	American Flow Control/Mueller	6
107	Valve	Gate	Fusion Bonded Epoxy	Resilant Wedge	4"	American Flow Control/Mueller	6
108	Valve	Gate	Fusion Bonded Epoxy	Resilant Wedge	6"	American Flow Control/Mueller	12
109	Valve	Gate	Fusion Bonded Epoxy	Resilant Wedge	8"	American Flow Control/Mueller	4
110	Valve	Gate	Fusion Bonded Epoxy	Resilant Wedge	10"	American Flow Control/Mueller	2
111	Valve	Plug	Fusion Bonded Epoxy	Flanged	4"	DeZurik	2
112	Valve Box, 3 pc.	Adj, Screw Type	Case Iron	"Water" logo lid	5.25" ID		25
113	Wire, Tracing	Blue	Copper		12 AWG		2000'

END OF SECTION

TERM CONTRACT AND PRICES:

- 1) No Guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for bid comparison purposes only.
- 2) The City of Venice reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract, and if the Supplier is unable to comply therewith, the City reserves the right to purchase commodities/services from another source without penalty or prejudice to the City or the Supplier.
- 3) The Supplier will receive a purchase order for each fiscal year that the contract is in existence at prices quoted per the awarded contract.
- 4) If funds are not appropriated or otherwise made available to support continuation in any fiscal year, the City of Venice shall have the right to terminate the agreement without any obligation or penalty.
- 5) Supplier's proposal shall be inclusive of any freight, handling, delivery, surcharges, stocking or any other incidental charges that may be required for the completion of the contract.
- 6) By submission of a response to this solicitation, Supplier agrees to supply the City of Venice the items or services listed for an initial contract term of three (3) years.
- 7) Allowed indices adjustments based on the BLSPPPI (Bureau of Labor Statistics Producers Price indices), The City of Venice may consider as follows:
 - a) PVC Pipe – 07210603 Plastic Pipe
 - b) PVC Pipe Fittings & Unions – 07210604 Plastic Pipe Fittings & Unions
 - c) Brass Fittings – 10540223 – Miscellaneous Brass
 - d) Ductile Iron Pipe & Fittings – 10150237 Pressure Pipe & Fittings, Ductile Iron

**** Please note: The supplier can propose other indices for the City's consideration; however, the City is under no obligation to use any indices.****
- 8) Elected Supplier, by submission of response to the solicitation, agrees to supply the City of Venice the items or services listed at firm delivered prices for a period of twelve (12) months after notification of award of the contract. The City will only allow one (1) price adjustment at the end of each year of the initial contract and annually thereafter.
- 9) It will be at the City's discretion to continue the second and/or the third year of the initial contract. The City of Venice will provide ninety (90) days written notice, in advance, of the annual anniversary date of this contract of its intention to renew or terminate the contract.
- 10) Price escalation during the second and third years of the initial contract may be allowed but shall not exceed the maximum increase proposed for that period. The requested increase must be that of general industry. In this event, written notification from the manufacturer stating the percentage of increase must be forwarded to the City. This request will become effective ninety (90) days from the date the notice was received by the City from the Supplier. **The Supplier's requested percentage**

increase must not exceed that of the manufacturer. If the Supplier fails to justify the requested increase, the City of Venice reserves the right to reject the price increase and cancel the balance of the contract.

- 11) If any price reductions are announced during the contract period, the City of Venice shall receive benefit of such reductions. This request shall also be in the form of a written notification from the Supplier and shall become effective thirty (30) days from the date of the notice was received by the City from the Supplier.
- 12) The contract shall be for a three (3) year period, commencing on Date of Council award, and terminating three (3) years from that date. The City may, at its discretion and with the consent of the Supplier, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year periods Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

SUBMITTAL FORMAT:

- 1) The Supplier shall submit the required information at the time of submittal of their proposals. Failure to provide the required information, in the format will affect the evaluation of the submittal, and may be grounds for disqualification.

Suppliers shall submit: One (1) complete original and three (3) copies.

Submittal Deadline is: March 7, 2014 at 2:00 p.m.

Procurement- Finance Department,

401 West Venice Ave., Room # 204

Venice, Fl. 34285

Receipt of proposals will not be accepted or considered after 2:00 p.m. on the closing date.

- 2) **References/Similarities:** Supplier to provide three (3) current or previous Commercial or Municipal references, of similar scope and size. Include the entity/company name, contact name, telephone, fax numbers, and email address of contact. Suppliers shall also provide resumes of those representatives servicing the account.
- 3) **Capabilities to Fulfill Requirements:** Suppliers shall provide detailed proposal describing how they will meet the City's requirements. The proposal includes, but not limited to, safety stock, item management, reporting capabilities, and customer service issued. Suppliers shall indicate their proposed delivery schedule for standard, emergency, and twenty-four hours/seven days a week (24/7) emergency deliveries in the proposal offer.

Key points to include in the proposal are:

- a) How the Supplier will stock and manage inventory prescribed by the City of Venice including how the City staff will be able to review online inventory levels, purchase transactions, and sales summary.
 - b) How the City and the supplier will exchange purchase orders, invoices, and other documents of the internet.
 - c) Identify the resources for technical assistance and new product introductions.
 - d) Describe the start-up procedure that will ensure appropriate communications, training, and testing of processes to be implemented.
 - e) A detailed proposed time frame for standard, emergency, and twenty-four hours/seven days a week (24/7) emergency deliveries. Describe the protocol of the City contacting supplier after hours for emergency needs.
- 4) **Partnership:** Suppliers shall provide a summary of their proposed approach to meet the City of Venice's goals, and provide other "best value" services to further enhance their proposal

- 5) **On-line system:** Suppliers shall provide specific information and data regarding the function capabilities of their on-line system. Information shall include ordering, search capabilities, reporting features, account management activities for users, and reproduction of invoices and packing slips.
- 6) **Location:** Suppliers shall provide a map indicating their servicing locations in the RFP submittal.
- 7) **Pricing Sheet:** Suppliers shall indicate specific item pricing on all materials on the enclosed core items list.

END OF SECTION

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

SUBMITTAL REQUIREMENTS:

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

1. Project Name/City's Bid Number
2. Submitting firm's name, address, phone number and contact person.
3. All required forms in the Appendix.

REQUEST FOR PROPOSALS EVALUATION FORM

SUPPLIER: _____

Evaluation Criteria	Weight	Score
Lowest Bid Price: based upon price quantity/volume discounts from pricing sheet.	10	
Partnering/Added Value	5	
References/Similarities	5	
Capabilities of Fulfilling Orders: Ability to furnish requested utility products on a same day, next day, and 'emergency' basis, within the two hour request time frame.	5	
On-Line System: Supplier provided specific information and data of function capabilities.	5	
TOTAL SCORE 30 possible points		_____

SELECTION PROCESS:

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

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

will be ranked using the scoring method defined in the “Required Response Format” and information below.

Selection Committee(s):

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

Rejection of Proposals:

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

Questions During RFP Phase:

Questions must be submitted in writing to jmayes@venicegov.com or by fax to (941) 486-2790, Attn: Jon Mayes, Procurement- Finance Department, for the City's consideration **no later than February 19, 2014 by 1:00 P.M.** Responses will be provided in writing and posted on www.demandstar.com for download.

END OF SECTION

REQUIRED FORMS:

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

- o Pricing Sheet
- o Local Preference Form
- o Qualifications Statement
- o Cooperative Procurement with Other Jurisdictions
- o Indemnification/ Hold Harmless Statement
- o Supplier References
- o Drug Free Workplace Form
- o Non-Collusion Affidavit
- o Public Entity Crimes Form

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

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

END OF SECTION

APPENDIX

PRICING SHEET: TOP ITEMS

<i>Item</i>	<i>Description 1</i>	<i>Description 2/Type</i>	<i>Description 3/ Material or Coating</i>	<i>Description 4</i>	<i>Size</i>	<i>Manufacturer</i>	<i>Usage/Yr</i>	<i>Unit Price</i>	<i>Extended Price</i>
1	Box, Meter	w/ Lid	Plastic	Jumbo		Carson/Brooks 1220	50		
2	Box, Meter	w/ Lid	Plastic	Standard		Carson/Brooks 1419	50		
3	Box, Valve/Mtr	w/ Lid	Metal	Oval		Rome 1910	10		
4	Box, Valve/Mtr	w/ Lid	Metal	Rectangular		Davis 112 Jumbo	10		
5	Clamp, Repair	for AC	Stainless Stl	L=10"	3	EZ Max	5		
6	Clamp, Repair	for AC	Stainless Stl	L=10"	4	EZ Max	10		
7	Clamp, Repair	for AC	Stainless Stl	L=12"	6	EZ Max	10		
8	Clamp, Repair	for AC	Stainless Stl	L=12"	8	EZ Max	10		
9	Clamp, Repair	for AC	Stainless Stl	L=15"	1	EZ Max	2		
10	Clamp, Repair	for AC	Stainless Stl	L=15"	1	EZ Max	2		
11	Clamp, Repair	for AC	Stainless Stl	L=6"	2	EZ Max	5		
12	Clamp, Repair	for CTS	Stainless Stl	L=3"	3/4"	Ford	24		
13	Clamp, Repair	for CTS	Stainless Stl	L=3"	1	Ford	24		
14	Clamp, Repair	for CTS	Stainless Stl	L=3"	1 1/2"	Ford	5		
15	Clamp, Repair	for CTS	Stainless Stl	L=3"	2	Ford	6		
16	Clamp, Repair	for DI	Stainless Stl	L=12"	2	EZ Max	4		
17	Clamp, Repair	for DI	Stainless Stl	L=12"	3	EZ Max	6		
18	Clamp, Repair	for DI	Stainless Stl	L=12"	4	EZ Max	6		
19	Clamp, Repair	for DI	Stainless Stl	L=12"	6	EZ Max	6		
20	Clamp, Repair	for DI	Stainless Stl	L=12"	8	EZ Max	4		
21	Clamp, Repair	for DI	Stainless Stl	L=12"	1	EZ Max	2		
22	Clamp, Repair	for DI	Stainless Stl	L=15"	1	EZ Max	2		
23	Clamp, Repair	for PVC	Stainless Stl	L=10"	3	EZ Max	6		
24	Clamp, Repair	for PVC	Stainless Stl	L=10"	4	EZ Max	6		

25	Clamp, Repair	for PVC	Stainless Stl	L=12"	6	EZ Max	6		
26	Clamp, Repair	for PVC	Stainless Stl	L=12"	8	EZ Max	6		
27	Clamp, Repair	for PVC	Stainless Stl	L=15"	1	EZ Max	4		
28	Clamp, Repair	for PVC	Stainless Stl	L=15"	1	EZ Max	4		
29	Clamp, Repair	for PVC	Stainless Stl	L=6"	2	EZ Max	6		
30	Clamp, Repair	for PVC	Stainless Stl		3/4"	Ford	24		
31	Clamp, Repair	for PVC	Stainless Stl		1	Ford	24		
32	Clamp, Repair	for PVC	Stainless Stl		2	Ford	6		
33	Coupling	for AC	Fusion Bonded Epoxy		4	Hymax	6		
34	Coupling	for AC	Fusion Bonded Epoxy		6	Hymax	6		
35	Coupling	for AC	Fusion Bonded Epoxy		8	Hymax	4		
36	Coupling	for AC	Fusion Bonded Epoxy		1	Hymax	4		
37	Coupling	for AC	Fusion Bonded Epoxy		1	Hymax	2		
38	Coupling	for Clay	Rubber	Flexible	6"x6"	Fernco	6		
39	Coupling	for Clay	Rubber	Flexible	8"x6"	Fernco	6		
40	Coupling	for Clay	Rubber	Flexible	8"x8"	Fernco	6		
41	Coupling	for PVC	Rubber	Flexible	8"x6"	Fernco	6		
42	Coupling	for PVC	Rubber	Flexible	6"x6"	Fernco	6		
43	Flusher	Auto	Misc.		2"	Kupferle Eclipse 9400	2		
44	Grip Ring	for DI	Fusion Bonded Epoxy		2"	Romac	4		
45	Grip Ring	for DI	Fusion Bonded Epoxy		3"	Romac	6		
46	Grip Ring	for DI	Fusion Bonded Epoxy		4"	Romac	6		
47	Grip Ring	for DI	Fusion Bonded Epoxy		6"	Romac	6		
48	Grip Ring	for DI	Fusion Bonded Epoxy		8"	Romac	6		
49	Grip Ring	for DI	Fusion Bonded Epoxy		10"	Romac	6		
50	Grip Ring	for DI	Fusion Bonded Epoxy		12"	Romac	6		
51	Grip Ring	for PVC	Fusion Bonded Epoxy		2"	Romac	6		
52	Grip Ring	for PVC	Fusion Bonded Epoxy		3"	Romac	6		
53	Grip Ring	for PVC	Fusion Bonded Epoxy		4"	Romac	6		
54	Grip Ring	for PVC	Fusion Bonded Epoxy		6"	Romac	6		
55	Grip Ring	for PVC	Fusion Bonded Epoxy		8"	Romac	6		
56	Grip Ring	for PVC	Fusion Bonded Epoxy		10"	Romac	6		
57	Grip Ring	for PVC	Fusion Bonded Epoxy		12"	Romac	6		
58	Hydrant, Fire	5' Bury Depth			5.25"	American B84	6		

59	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	2"	Star, 4000P	6		
60	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	3"	Star, 4000P	12		
61	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	4"	Star, 4000P	12		
62	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	6"	Star, 4000P	12		
63	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	8"	Star, 4000P	12		
64	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	10"	Star, 4000P	6		
65	MJ Restraint	for PVC	Fusion Bonded Epoxy	Wedge Action	12"	Star, 4000P	2		
66	Pipe	C-900, Blue	PVC	DR18, L=20'	4"		400'		
67	Pipe	C-900, Blue	PVC	DR18, L=20'	6"		400'		
68	Pipe	C-900, Blue	PVC	DR18, L=20'	8"		400'		
69	Pipe	C-900, Blue	PVC	DR18, L=20'	10"		100'		
70	Pipe	C-900, Blue	PVC	DR18, L=20'	12"		100'		
71	Pipe	PE, Blue	Potable Water	SDR9, L=20'	3/4"		500'		
72	Pipe	PE, Blue	Potable Water	SDR9, L=20'	1"		1000'		
73	Pipe	PE, Blue	Potable Water	SDR9, L=20'	2"		500'		
74	Pipe	PE, Purple	Reclaimed Water	SDR9, L=20'	3/4"		500'		
75	Pipe	PE, Purple	Reclaimed Water	SDR9, L=20'	1"		600'		
76	Pipe	PE, Purple	Reclaimed Water	SDR9, L=20'	2"		200'		
77	Pipe	SCH 40, White	PVC	L=20'	4"		100'		
78	Pipe	SCH 40, White	PVC	L=20'	6"		100'		
79	Pipe	SCH 40, White	PVC	L=20'	8"		100'		
80	Sleeve	Tapping	Stainless Stl		6"	Ford	2		
81	Tap, Saddle	for AC	Fusion Bonded Epoxy	S/S bands, Hdrwr	2"x1"	Ford/Smith-Blair/JCM	4		
82	Tap, Saddle	for AC	Fusion Bonded Epoxy	S/S bands, Hdrwr	6"x1"	Ford/Smith-Blair/JCM	6		
83	Tap, Saddle	for AC	Fusion Bonded Epoxy	S/S bands, Hdrwr	8"x1"	Ford/Smith-Blair/JCM	6		
84	Tap, Saddle	for AC	Fusion Bonded Epoxy	S/S bands, Hdrwr	10"x1"	Ford/Smith-Blair/JCM	1		
85	Tap, Saddle	for AC	Fusion Bonded Epoxy	S/S bands, Hdrwr	12"x1"	Ford/Smith-Blair/JCM	2		
86	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	2"x1"	Ford/Smith-Blair/JCM	6		
87	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	3"x1"	Ford/Smith-Blair/JCM	4		
88	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	4"x1"	Ford/Smith-Blair/JCM	6		
89	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	6"x1"	Ford/Smith-Blair/JCM	6		
90	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	8"x1"	Ford/Smith-Blair/JCM	4		
91	Tap, Saddle	for DI	Fusion Bonded Epoxy	S/S bands, Hdrwr	12"x1"	Ford/Smith-Blair/JCM	4		
92	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	2"x1"	Ford/Smith-Blair/JCM	4		

93	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	3"x1"	Ford/Smith-Blair/JCM	4		
94	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	4"x1"	Ford/Smith-Blair/JCM	4		
95	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	6"x1"	Ford/Smith-Blair/JCM	4		
96	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	8"x1"	Ford/Smith-Blair/JCM	4		
97	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	10"x1"	Ford/Smith-Blair/JCM	4		
98	Tap, Saddle	for PVC	Fusion Bonded Epoxy	S/S bands, Hdrwr	12"x1"	Ford/Smith-Blair/JCM	4		
99	Tap, Wrap-Type	for C-900	Stainless Stl	S/S bands, Hdrwr	16"x8"	Power Seal	1		
100	Tap, Wrap-Type	for C-900	Stainless Stl	S/S bands, Hdrwr	20"x8"x2	Power Seal	1		
101	Valve	Air Release	Stainless Stl		2	H-TEC 986	2		
102	Valve	Corporation Stop	Brass		1	Ford F1100	24		
103	Valve	Curb Stop	Brass	Lockable	1	Ford B43-444W	24		
104	Valve	Curb Stop	Brass	Lockable	3/4"	Ford B43-232W	24		
105	Valve	Curb Stop	Brass	Lockable	1"x3/4"	Ford	24		
106	Valve	Gate	Fusion Bonded Epoxy	Resilant Wedge	3	American Flow	6		
107	Valve	Gate	Fusion Bonded Epoxy	Resilant Wedge	4	American Flow	6		
108	Valve	Gate	Fusion Bonded Epoxy	Resilant Wedge	6	American Flow	12		
109	Valve	Gate	Fusion Bonded Epoxy	Resilant Wedge	8	American Flow	4		
110	Valve	Gate	Fusion Bonded Epoxy	Resilant Wedge	1	American Flow	2		
111	Valve	Plug	Fusion Bonded Epoxy	Flanged	4	DeZurik	2		
112	Valve Box, 3 pc.	Adj, Screw Type	Case Iron	"Water" logo lid	5.25" ID		25		
113	Wire, Tracing	Blue	Copper		12 AWG		2000'		

THESE PAGES MUST BE COMPLETED & SUBMITTED WITH OFFER

TOTAL:
TOTAL WRITTEN IN WORDS:

This Bid Made By And On Behalf Of:

Company: _____

Address: _____

Phone #: _____

Fax #: _____

E-Mail Address: _____

By: _____

Authorized Signature

Print: _____

Title: _____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

HOW DO I DETERMINE “LOCAL PREFERENCE”

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

Questions 1 – 4

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

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

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

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

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

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

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

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

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

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

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

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

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

Questions 5 – 7

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

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

NO ____ If “no”, proceed to question 6.

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

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

NO ☐ If "no", proceed to question 7

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

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

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

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QUALIFICATIONS STATEMENT

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

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

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

SUBMITTED BY:

NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

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

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

If the Offeror is a corporation, answer the following:

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

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

- a. Date of Organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

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

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

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

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

ACKNOWLEDGEMENT

State of _____

County of _____



SS.

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

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

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

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

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COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS

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

Yes _____

No _____

AUTHORIZED SIGNATURE

By submission of the Bid/ITB, the undersigned certifies that:

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

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, ZIP: _____

Telephone Number: _____

Fax Number: _____

E-mail address: _____

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

INDEMNIFICATION/HOLD HARMLESS

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

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

Please Print Name

Signature

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

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STATEMENT OF REFERENCES
FOR SUPPLIER

NAME OF SUPPLIER: _____

BUSINESS ADDRESS: _____

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

List previous business experience: _____

List at least three construction references:

(1) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(2) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(3) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

(4) Person to contact: _____

Company Name: _____

Address: _____

Telephone: _____ Date work performed: _____

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DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

Supplier's Name Signature

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NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

} SS.

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

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

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

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

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

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER

PUBLIC ENTITY CRIME INFORMATION

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

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

Signature: _____
Phone: _____
Federal ID#: _____

Date: _____
Fax: _____

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NO BID RESPONSE

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

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

Bid Open/Close Date: **March 7, 2014 at 2:00 PM**

Bid Number: **2980-14**

Description: **Strategic Purchasing Agreement for Water, Sewer and Related Materials**

Contact: Jon Mayes, Procurement- Finance Dept.

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

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

Company Name _____ Vendor No. _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____

SAMPLE AGREEMENT

FOR

STRATEGIC PURCHASE OF WATER, SEWER, AND RELATED MATERIALS

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

WITNESSETH:

1. **COMMENCEMENT**: The Supplier shall commence the work upon City Council award. The Finance Director, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The Finance Director, or his designee, shall give the Supplier written notice of the City's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.
2. **CONTRACT TERM**: The contract shall be for a three (3) year period, commencing on Date of Council award, and terminating three (3) years from that date. The City may, at its discretion and with the consent of the Supplier, renew the Agreement under all of the terms and conditions contained in this Agreement for two (2) additional one (1) year periods. The City shall give the Supplier written notice of the City's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect. Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the Finance Director. Price adjustments are dependent upon the consumer price index (CPI) over the past twelve months, budget availability and program manager approval.
3. **STATEMENT OF WORK**: The Supplier shall provide various categories of utility materials as may be needed to support the City's Utilities departments in accordance with the terms and conditions of **Bid # 2980-14** and the Supplier's proposal referred to herein and made an integral part of this agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Supplier and the Contract Manager or his designee, in compliance with the City of Venice's Purchasing Policy and Administrative Procedures in effect at the time such services are authorized.

The award of this contract was made on a Primary/Secondary basis based on the Bid. If the Primary cannot perform the work in the timeframe specified by the City's Project Manager, then the Secondary Supplier may be utilized.

4. **COMPENSATION:** The City shall pay the Supplier for the performance of this Agreement the aggregate of the units actually ordered and furnished at the unit prices (per Exhibit A – Bid Schedule), together with the cost of any other charges/fees submitted in the proposal.

Any City agency may purchase products and services under this contract, provided sufficient funds are included in their budget(s). Payment will be made upon receipt of a proper invoice and upon approval by the Project Manager or his designee, and in compliance with Chapter 218, Fla. Stats., otherwise known as the “Local Government Prompt Payment Act”.

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

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

Firm name and address: _____

ATTN: _____

Telephone: (____) ____-_____

Facsimile: (____) ____-_____

All Notices from the Supplier to the County shall be deemed duly served if mailed or faxed to the County to:

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

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

7. **NO PARTNERSHIP:** Nothing herein contained shall create or be construed as creating a partnership between the City and the Supplier or to constitute the Supplier as an agent of the City.
8. **PERMITS: LICENSES: TAXES:** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Supplier. Payment for all such permits issued by the City shall be processed internally by the City. All non-City permits necessary for the prosecution of the Work shall be procured and paid for by the Supplier. The Supplier shall also be solely responsible for payment of any and all taxes levied on the Supplier. In addition, the Supplier shall comply with all rules, regulations and laws of City of Venice, Sarasota County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Supplier agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Supplier.
9. **NO IMPROPER USE:** The Supplier will not use, nor suffer or permit any person to use in any manner whatsoever, City facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Supplier or if the City or its authorized representative shall deem any conduct on the part of the Supplier to be objectionable or improper, the City shall have the right to suspend the contract of the Supplier. Should the Supplier fail to correct any such violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Supplier further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the City.
10. **TERMINATION:** Should the Supplier be found to have failed to perform his services in a manner satisfactory to the City as per this Agreement, the City may terminate said agreement for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

In the event that the City terminates this Agreement, Supplier's recovery against the City shall be limited to that portion of the Contract Amount earned through the date of termination. The Supplier shall not be entitled to any other or further recovery against the City, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.
11. **NO DISCRIMINATION:** The Supplier agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

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

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

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

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

Special Requirements: City of Venice shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

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

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

13. **INDEMNIFICATION**: To the maximum extent permitted by Florida law, the Supplier shall indemnify and hold harmless City of Venice, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Supplier, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Supplier or anyone employed or utilized by the Supplier in the performance of this Agreement. This indemnification obligation

shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

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

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

14. **CONTRACT ADMINISTRATION:** This Agreement shall be administered on behalf of the City by the Project Manager.
15. **CONFLICT OF INTEREST:** Supplier represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Supplier further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS CONTRACT:** This Contract consists of the following component parts, all of which are as fully a part of the contract as if herein set out verbatim: Supplier's Proposal, Insurance Certificate, Bid # 2976-13 Specifications/ Scope of Services and written response to questions in the form of addendum(s), Exhibit A Bid Schedule.
17. **SUBJECT TO APPROPRIATION:** It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the City of Venice Council.
18. **PROHIBITION OF GIFTS TO CITY EMPLOYEES:** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, City of Venice Ethics Ordinance Section 2-173, and "General Conditions & Instructions to Offerors"- Section 22 of Bid# 2980-14. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

19. **IMMIGRATION LAW COMPLIANCE:** By executing and entering into this agreement, the Supplier is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Supplier to comply with the laws referenced herein shall constitute a breach of this agreement and the City shall have the discretion to unilaterally terminate this agreement immediately.
20. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Venice encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.
21. **AGREEMENT TERMS:** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
22. **ADDITIONAL ITEMS/SERVICES:** Additional items and/or services may be added to this contract in compliance with the Purchasing Policy.
23. **DISPUTE RESOLUTION:** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Supplier with full decision-making authority and by City's staff person who would make the presentation of any settlement reached during negotiations to City for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Supplier with full decision-making authority and by City's staff person who would make the presentation of any settlement reached at mediation to City's Council for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.
24. **VENUE:** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Sarasota County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. **CONTRACT STAFFING:** The Supplier's personnel and management to be utilized for this contract shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract. The Supplier shall assign as many people as necessary to complete the required

services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service delivery dates.

26. **PROTECTION OF PROPERTY:** The Supplier shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Supplier or their Sub-Contractor in the performance of the required service, the Supplier shall repair/replace, to the City's satisfaction, damaged property at no additional cost to the City. If the damage caused by the Supplier or their Sub-Contractor has to be repaired/replaced by the City, the cost of such work will be deducted from the monies due the Supplier.
27. **CLEAN UP:** If applicable, Supplier agrees to keep the project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the project, Supplier shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the project site clean and ready for occupancy by the City.
28. **SUBSTITUTE PERFORMANCE:** In the event the Supplier fails to perform any required service within the time schedule under the contract, the City reserves the right to obtain substitute performance. Further, the City reserves the right to deduct the cost of such substitute performance from the Supplier's payments. The Supplier may be exempt from this provision if such exemption is granted by the Project Manager or his designee, in writing, prior to any delays or as a result of an Act of Nature.
29. **WARRANTIES:** Supplier expressly warrants that the goods, materials and/or equipment covered by this Agreement will conform to the requirements as specified, and will be of satisfactory material and quality production, free from defects, and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. Any services provided under this Agreement shall be provided in accordance with generally accepted professional standards for the particular service. These warranties shall survive inspection, acceptance, passage of title and payment by the City.
30. **CHANGES IN THE WORK:** City shall have the right at any time during the progress of the work to increase or decrease the work. Promptly after being notified of a change, Supplier shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order by the City, and City shall not be liable to the Supplier for any increased compensation without such written order. No officer, employee or agent of the City is authorized to direct any

extra or changed work orally. Any modifications to this contract shall be in compliance with the City Purchasing Policy and Administrative Procedures in effect at the time such modifications are authorized.

31. **ORDER OF PRECEDENCE:** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents.
32. **ASSIGNMENT:** Supplier shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the City's consent, shall be void. If Supplier does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Supplier all of the obligations and responsibilities that Supplier has assumed toward the City.
33. **RECORDS:** Supplier agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service; by providing the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law; and by meeting all requirements for retaining public records and transferring, at no cost, to City all public records in possession of Supplier upon termination of this contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

SIGNATURES ON NEXT PAGE

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

ATTEST:
Lori Stelzer
City Clerk

CITY OF VENICE, FLORIDA

By: _____

By: _____
John Holic, Mayor

Dated: _____

(SEAL)

Supplier

By: _____
Witness

Signature

Type/print witness name

Type/print signature and title

Approved as to Form and Correctness

David Persson, City Attorney