



**CITY OF VENICE, FLORIDA**

**Request for Qualifications**

**RFQ # 3022-16**

**Date of Issue: JANUARY 6, 2016**

**Submission Deadline: FEBRUARY 5, 2016 at 2:00 PM**

Title and Purpose of RFQ:

**UTILITY SYSTEM ENGINEER OF RECORD**

Offerors Are Not Required To Return This Form.

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

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

**RFQ NUMBER: 3022-16**

**RFQ TITLE: REQUEST FOR QUALIFICATIONS – UTILITY SYSTEM  
ENGINEER OF RECORD**

**PROJECT DESCRIPTION:** The City of Venice requires the services of a qualified firm(s) to provide Engineering Services for Water, Wastewater and Reclaimed Water Systems. The services may include but are not limited to planning services, design services, permitting assistance, bid and proposal development services, services during construction, and other services related to these systems. The City intends to retain one or more qualified firms to provide the services for a period of three years with an additional two-year option. Completion of the scope of services may extend beyond the agreement's three-year term, but no minimum amount of service or compensation will be assured to the retained firm(s). The selected consultant(s) will be required to abide by all applicable federal, state and local laws and ordinances.

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

**RFQ SUBMITTAL DEADLINE DATE & TIME: FEBRUARY 5, 2016, 2016 at 2:00 p.m.**

**PRE-PROPOSAL CONFERENCE: No**

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

Specifications and Bid/RFQ documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at [www.demandstar.com](http://www.demandstar.com). Proposers may also pick-up Bid/RFQ documents at the City of Venice Finance- Purchasing Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 486-2626 Ext. 26016 at no charge.

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

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The evaluation committee has been selected by the City to ensure that all proposals are fairly considered. The evaluation committee will perform a review of proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial and legal requirements of the RFQ. The evaluation committee will make a recommendation to the City Council following the evaluation committee's review of all proposals and consideration of any additional evidence or data desired by the evaluation committee.

Qualified firms are invited to deliver **ONE (1) ORIGINAL AND FIVE (5) copies** of their proposals, in a sealed envelope marked **“SEALED REQUEST FOR QUALIFICATIONS, RFQ # “3022-16, Request for Qualifications – Utility System Engineer of Record”**, and delivered to the City of Venice Purchasing Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for proposals received after 2:00 p.m., on February 5, 2016, or at any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFQ must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be January 25, 2016, by 1:00 p.m.**

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

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

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

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

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CITY OF VENICE, FLORIDA  
Peter Boers, Procurement Manager

PUBLISH: January 6, 2016  
January 13, 2016

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

## **DEFINED TERMS**

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Venice (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Venice, a municipal corporation of the State of Florida. The term "RFQ" refers to this Sealed REQUEST FOR QUALIFICATIONS. The term "solicitation" refers to the entire RFQ package and the Offeror's submittal as a response to this RFQ. 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 RFQ regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

### **3. ADDENDA AND INQUIRIES**

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

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

determine if Addenda have been issued.

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

### **4. PUBLIC OPENING**

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

### **5. DELAYS**

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

### **6. PROPOSAL SUBMISSION AND WITHDRAWAL**

6.1 Address to send submittal:

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

6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror's name and return address.

6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.

6.4 Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of one-hundred-eighty (180) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No Offeror may withdraw their proposal during this one-hundred-eighty (180) day period.

6.5 Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Department by the date and time specified for opening.

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

**7. PRICES, TERMS AND PAYMENT:**

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

7.1 BID PRICE/MISTAKES: The Offeror 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 Successful Offeror 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 SUCCESSFUL OFFEROR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY. The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards, check or the ACH (Automated Clearing House) process. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the

order. No surcharges will be accepted for the use of purchasing cards.

7.3 TAXES: The purchase of certain items by the Contracting Entity is 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. Offeror shall submit with its proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director or designated representative.

**11. DELIVERY:**

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

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

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

**13. SUBMITTAL PREPARATION COST**

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise

description of the Offeror's ability to meet the requirements of this document.

#### 14. ACCURACY OF SUBMITTAL INFORMATION

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

#### 15. LICENSES

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

#### 16. LOCAL PREFERENCE- not applicable

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

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

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

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

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

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

~~16.7 Information regarding Sarasota County's Local Business Tax can be found at [www.sarasotataxcollector.governmentmax.com](http://www.sarasotataxcollector.governmentmax.com).~~

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

#### 17. POSTING OF NOTICE OF INTENT

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

#### 18. PUBLIC RECORDS/TABULATION

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

#### 19. RESERVED RIGHTS

19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.

19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

19.4 The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency.

#### 20. INDEMNIFICATION/HOLD HARMLESS

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

with the obligations on its part to be performed under this contract.

**21. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT**

21.1 Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

21.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Offeror, supplier, Sub-Offeror, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

**22. GRATUITIES AND KICKBACKS**

22.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

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

22.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

**23. EQUAL EMPLOYMENT OPPORTUNITY**

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

**24. CONFLICT OF INTEREST**

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

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

**25. DRUG FREE WORKPLACE:**

The City of Venice has adopted a policy in 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.

**26. APPLICABLE LAWS**

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

**27. COMPETENT PERSONNEL**

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

**28. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

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

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

**29. SPECIFICATIONS**

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

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

**30. CANCELLATION CLAUSE**

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

**31. ACCEPTING CONTENT OF PROPOSAL**

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

**32. TAXES**

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Venice is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

**33. ASSIGNMENT**

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

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

**34. SOLICITATION FORMS**

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

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

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

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

35.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City.

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

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

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

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

### **36. BID PROTESTS**

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

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

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

36.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The

bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt.

36.4 Upon timely receipt of the formal written protest and protest bond, the City must:

(1) Issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten (10) business days of the City's receipt of the protest.

(2) Within two (2) business days of receipt of the formal findings of fact and written decision, the City shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.

36.5 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to the City in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester.

### **37. SCRUTINIZED COMPANIES**

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after 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 this Project.

## **SECTION 2: SCOPE OF SERVICES**

### **INTRODUCTION**

The City of Venice requires the services of a qualified firm(s) to provide Engineering Services for the City's Water, Wastewater and Reclaimed Water Systems. The services may include but are not limited to planning services, design services, permitting assistance, bid and proposal development services, services during construction and other services related to these systems. The City intends to retain one or more qualified firms to provide the services for a period of three years with an additional two-year option. Completion of the scope of services may extend beyond the agreement's three-year term, but no minimum amount of service or compensation will be assured to the retained firm(s). The selected consultant(s) will be required to abide by all applicable federal, state and local laws and ordinances.

The services of the Engineering firm may consist of, but are not limited to:

- Design of improvements to utility facilities
- Permitting services
- Bidding period services
- Contract/construction administration, inspection/oversight and closeout
- Conduct operations and maintenance assessments, master plans and related services for utility facilities
- Conduct rate sufficiency analyses
- Conduct quality control and quality assurance assessments of other consultant's work
- Other duties associated with the successful operation and maintenance of the utility system

The City has a wide variety of design, planning and study tasks related to water, wastewater and reclaimed water projects identified to be performed under this contract. Responding firms should anticipate projects, including, but not limited to water and reclaimed water distribution and transmission mains, reverse osmosis water treatment plant improvements, advanced wastewater treatment plant improvements, well related activities, wastewater force mains, hydraulic analyses, master planning and rate studies.

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### **SECTION 3: INSURANCE INFORMATION**

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

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

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

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

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

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

**END OF SECTION**

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## **SECTION 4: SELECTION PROCESS**

### **RFQ SELECTION PROCEDURES**

#### **Selection Process**

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

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

The following steps will be followed in the selection process:

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

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

#### **Selection Committee**

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

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## Scoring Method

The scoring method for the RFQ will be based on the Required Response Format of the qualifications response. There will be no points given to the letter of interest.

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

### **Project team organizational chart, resumes, and key personnel experience 40%**

This section requires that the project team organizational chart, resumes and key personnel experience make the lines of communication and responsibility very clear as well as who the Client Manager is. Maximum points will be given to key personnel experience that is relevant to water, wastewater and reclaimed water projects with governments of similar size to the City of Venice. In addition, higher value will be given to a team that includes key personnel experience with a wide range of water, wastewater and reclaimed water projects.

### **Project team experience/references 30%**

This section of the RFQ deals with relevant and related experience and qualifications. Maximum points will be given to projects where the related experience and qualifications of the firm correlates directly with the project team members per the organizational chart and their resumes. In addition, higher value will be given to work performed for governments of a similar size to the City of Venice. Recent work experience will be weighted more heavily than historical experience.

Provide a specific reference for contact by the City that can attest to the work performed by the consulting team member. One should anticipate that these references will be called and that the responses to these references will affect the awarding of points in this category.

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

The points will be awarded based on factors such as the physical location of the Firm's office and its Design Professionals and sub-consultants. All key personnel shall have their primary work location identified in the submittal. Firms that have the ability to complete all the services in-house may be awarded more points than firms that require sub-consultants unless a compelling rationale is given as to why the diversified team approach is better for this particular project. Firms that do not adequately anticipate nor cover in-house all of the services required (such as ecological, hydrogeological, structural

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engineering services, etc.) will receive less points than firms whose response properly identifies all the design professionals required to provide the scope of services.

**Completeness of RFQ submittal 10%**

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

**Other Considerations**

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

**Shortlisting and Notification**

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

**Reuse of Design Ideas**

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

**Challenge of Notice of Intent to Award**

Any person adversely affected by the City's decision, or intended decision, on the award is entitled to challenge the award by filing a written notice of protest within 72 hours after the posting of the intent to award. A copy of the City's protest procedures may be obtained through the Purchasing Department upon request.

**Rejection of Proposals**

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

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## **SECTION 6: SUBMISSIONS DETAILS**

### **REQUEST FOR QUALIFICATIONS (RFQ) RESPONSE & PROCEDURES**

#### **Submittal Requirements**

Engineering Firms interested in being considered for this selection must submit one (1) original and five (5) copies of the Response Package using the forms provided. No electronic submittals of drawings or design concepts will be accepted. The qualifications submittal shall include the following required information. Submittals lacking the required elements listed below may be considered non-responsive, may lose points, or be disqualified at the discretion of the City

#### **Response Due Date**

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

Submittals are to be delivered to:

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

#### **Required Response Format**

- |       |  |
|-------|--|
| Tab 1 | One page Letter of Interest  |
| Tab 2 | Project team organization chart, resumes, and key personnel experience.  |
| Tab 3 | Project team experience/references   |
| Tab 4 | Ability to perform the services expeditiously at the request of the City. Location and availability of technical support people and assigned project manager to the City |
| Tab 5 | Additional considerations  |
| Tab 6 | Required Forms, Certificate of Insurance, Certifications.  |

#### **Questions during RFQ Phase**

Questions must be submitted in writing to [pboers@venicegov.com](mailto:pboers@venicegov.com) or by fax to (941) 486-2790, Attn: Peter Boers, Purchasing Manager, for the City's consideration no later than January 25, 2016. Responses will be provided in writing by and posted on [www.demandstar.com](http://www.demandstar.com) for download and will also be available through the Purchasing office.

#### **Litigation Statement**

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

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**Drug Free Workplace Act**

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

**Conflict of Interest Statement**

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

**Public Entities Crimes (FS 287.133)**

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

**Bonding Requirements**

No Bid Bond or Payment and Performance Bonds will be required.

**Required Forms**

Each respondent shall submit the required information form as attached:

- Qualifications Statement,
- Public Entity Crimes Form,
- Drug Free Workplace Form,
- Indemnification/Hold Harmless Statement,
- Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion,
- Conflict of Interest, and Litigation Statement,
- Non-Collusion Affidavit.

All Required forms are included in this package.

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# ***APPENDIX***

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

**QUALIFICATIONS STATEMENT**

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

**SUBMITTED TO:** CITY OF VENICE  
Procurement- Finance Department  
401 W. Venice Avenue Room # 204  
Venice, Florida 34285

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

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

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

The correct name of the Proposer is: \_\_\_\_\_

The address of the principal place of business is: \_\_\_\_\_

2. If the Proposer is a corporation, answer the following:

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

3. If Proposer is an individual or partnership, answer the following:

a. Date of Organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

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

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- 5. If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
- 6. How many years has your organization been in business under its present business name?

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

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**ACKNOWLEDGEMENT**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and (Names of individual(s) who appeared before Notary) whose name(s) in/are Subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

Personally known to me, or  Produced Identification: \_\_\_\_\_  **DID** take an oath, or  **DID NOT** take an oath

**PUBLIC ENTITY CRIME INFORMATION**

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

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

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

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Federal ID#: \_\_\_\_\_

## **DRUG FREE WORKPLACE**

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

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

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

Concur \_\_\_\_\_

Variance \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

**INDEMNIFICATION/HOLD HARMLESS**

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

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

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Signature

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name of Title

\_\_\_\_\_  
Recipient's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

**CONFLICT/NON CONFLICT OF INTEREST AND LITIGATION STATEMENT**

**CHECK ONE**

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

**OR**

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

**LITIGATION STATEMENT**

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

**CHECK ONE**

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

**OR**

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

Company Name: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

} SS.

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered  
in the presence of:

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

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

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

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

**ACKNOWLEDGEMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and (Names of individual(s) who appeared before Notary) whose name(s) in/are Subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

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

Personally known to me, or  Produced Identification: \_\_\_\_\_  DID take an oath, or  DID NOT take an oath

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

**Date: January 11, 2016**

**To: All Prospective Proposers**

**Re: RFQ 3022-16 Request for Qualifications – Utility System Engineer of Record**

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

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The following questions were received in writing:

Q. Can you please tell me if firms need to be able to perform ALL of the services and tasks noted (Page 11 of the bid package) or can a firm submit qualifications for a portion of services/tasks? For example, could a firm submit qualifications if they have vast experience with well-related activities, but are not experienced in reverse osmosis water treatment plant improvements?

A. Firms do not need to perform all of the services and tasks noted, however, as indicated in the Selection Criteria, higher scores will be given for a wide range of water, wastewater and reclaimed water projects. A submitting firm may identify use of a sub-consultant to meet certain qualifications.

Q. I see a discrepancy on the number of copies to be submitted. On page 4, 6.5 notes 4 complete sets (one original and three copies) however, Section 6: Submission Details, is stating 1 original and five copies. Could you please clarify?

A. Four (4) complete sets is sufficient (one original and three copies).

Peter A. Boers  
Procurement Department

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

Receipt Acknowledged:

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Signature

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Company

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Date

**CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT  
401 W. VENICE AVE. - ROOM # 204  
VENICE, FL. 34285  
(941) 486-2626  
FAX (941) 486-2790**

**ADDENDUM NO. 2**

**Date: January 25, 2016**

**To: All Prospective Proposers**

**Re: RFQ 3022-16 Request for Qualifications – Utility System Engineer of Record**

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

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The following question was received in writing:

**Q.** Re: Section 20 Indemnification/Hold Harmless. The Indemnification/Hold Harmless Form is required to be signed and submitted as part of the proposal package. This indemnification is not in accordance with §725.08, Florida Statutes, which contains the allowable text for indemnification in a professional services contract (also defined in the CCNA Statute). The Florida Legislature recognized that the allowable text is covered by Architect/Engineer Professional Liability Insurance policies, but other types of indemnifications which require defense, broad interpretations, and ties to claims other than or in addition to those caused by negligence of the consultant, are not insurable. We ask that the Indemnification/Hold Harmless Form (and Paragraph 20 of the RFQ) be changed to reflect the following wording, which conforms to FS §725.08:

**A. Section 20 Indemnification/Hold Harmless has been amended to read:**

**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.~~  
The Offeror shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Offeror and other persons employed or utilized by the Offeror in the performance of the contract.

**The Indemnification/Hold Harmless Form has been revised and attached to this Addendum. Proposers must submit the Addendum 2 Revision with their proposals.**

**Q.** Re: Section 27 Competent Personnel. The requirement that the engineer shall “warrant” that its services shall be performed “to the highest professional standards” may cause a declaration of no coverage by its professional liability insurer, which insures only for breach of the *applicable* standard of care. It is in the best interest of both parties to maintain insurance coverage.

**A. Section 27 Competent Personnel has been amended to read:**

**27. COMPETENT PERSONNEL**

~~All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.~~ The Offeror agrees that it will endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession currently practicing under similar circumstances.

Peter A. Boers  
Procurement Department

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

Receipt Acknowledged:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**INDEMNIFICATION/HOLD HARMLESS**

The elected firm shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the elected firm and other persons employed or utilized by the elected firm in the performance of the contract.

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

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Signature

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