



CITY OF VENICE, FLORIDA
Finance Department
401 W. Venice Avenue

Request for Proposals

RFP Number: 3037-16

Date of Issue:
July 30, 2016

Submission Deadline:
August 26, 2016

**VENICE FIRE RESCUE
NON-AD VALOREM ASSESSMENT METHODOLOGY**

CITY OF VENICE, FLORIDA
REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN the City of Venice, Florida (CITY) will receive Sealed Proposals & Qualifications at the Procurement Department located on the 2nd floor, 401 West Venice Avenue, Venice, Florida 34285, on or before August 26, 2016, for:

RFP 3037-16: VENICE FIRE RESCUE NON-AD VALOREM ASSESSMENT METHODOLOGY

PROJECT DESCRIPTION: The City of Venice Fire Rescue (VFR) seeks a qualified firm (Consultant) to provide professional services to conduct a Non-ad Valorem Assessment Methodology Study used to set assessment rates for Fire Rescue services provided by the City.

PROPOSAL DUE DATE: 4:00 p.m. (EST), on August 26, 2016, City of Venice, Procurement- Finance Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285

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) 882-7422, at no charge.

The CITY is using a Request for Proposal 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.

An evaluation committee has been selected by the CITY to ensure that all proposals are fairly considered. 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.

Respondents must deliver one (1) original, five (5) copies, and one (1) electronic version of the response package, using the forms provided, in a sealed envelope marked "**RFP 3037-16 VENICE FIRE RESCUE NON-AD VALOREM ASSESSMENT METHODOLOGY**", and deliver 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 the due date or at any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Mr. 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 August 19, 2016 by 4:00 pm EST.

CITY OF VENICE, FLORIDA

PUBLISH: July 30, 2016
August 3, 2016

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-Offendor, 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~~six (46) complete sets (one original and ~~three~~five copies), and one (1) electronic copy of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.
- 6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.
- 6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Department by the date and time specified for opening.
- 6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the

return of their submittal at their expense.

7. PRICES, TERMS AND PAYMENT:

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

7.2 **BID PRICE/MISTAKES:** The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.

7.3 **INVOICING AND PAYMENT:** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY. The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards, check or the ACH (Automated Clearing House) process. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

7.4 **TAXES:** The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

8. CONDITION AND PRICING:

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

9. SAFETY STANDARDS:

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

10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:

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

intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director or designated representative.

11. DELIVERY:

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

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

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

13. SUBMITTAL PREPARATION COST:

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

14. ACCURACY OF SUBMITTAL INFORMATION:

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

15. LICENSES:

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

16. LOCAL PREFERENCE:

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

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

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

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

owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.

- 16.5 Offerors wishing to be given preference as a local business must submit **with their offer**, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.
- 16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.
- 16.7 Information regarding Sarasota County's Local Business Tax can be found at www.sarasotataxcollector.governmax.com.
- 16.8 In case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.

17. POSTING OF NOTICE OF INTENT:

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

18. PUBLIC RECORDS/TABULATION:

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on Demand Star at their Internet Website at <http://www.demandstar.com/>.

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

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

19. RESERVED RIGHTS:

- 19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.
- 19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the

best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

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

20. INSURANCE:

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

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

- 20.3 The City of Venice shall be named as Certificate Holder. **Please Note that the Certificate Holder should read as follows:**

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

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

- 20.4 Required Coverage

- a. **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
- b. **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
- c. **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

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

20.5 Policy Form:

- a. All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
- b. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c. Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d. The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

- h. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i. Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j. All property losses shall be payable to, and adjusted with the city
- k. The City may increase or decrease the coverage and coverage limits required of the contractor by change order.

21. INDEMNIFICATION/HOLD HARMLESS:

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

22. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT:

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

23. GRATUITIES AND KICKBACKS:

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

24. EQUAL EMPLOYMENT OPPORTUNITY:

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

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

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

Standard Form-LL has previously been submitted to a government agency and there has been no material change, a copy of the previous submission is sufficient.

- 25.6 Federal Law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, Consultants are required to submit the Bid Opportunity List. The list should include yourself as well as any prospective sub-consultant that you contacted or who has contacted you regarding this project. Any firms that have previously been shown on such a list need not be included.

26. TERMS FOR FEDERAL AID CONTRACTS:

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

- 26.1 It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans specifications, maps data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- 26.2 It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.
- 26.3 COMPLIANCE WITH REGULATIONS: The Consultant shall comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.
- 26.4 NONDISCRIMINATION: The Consultant, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of Sub-Offerees, including procurements of material, and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.
- 26.5 SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT: In all solicitations made by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Sub-Offeree, supplier or lessor shall be notified by a consultant of the consultant's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color religion, sex or national origin.
- 26.6 INFORMATION AND REPORTS: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and

its facilities as may be determined by the Department or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the Department, or the U.S. Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

26.7 SANCTIONS OF NONCOMPLIANCE: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State of Florida Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to,

1. ~~withholding~~Withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. Cancellation, termination or suspensions of the Contract, in whole or in part.

26.8 INCORPORATION OR PROVISIONS: The Consultant will include the provisions of Section 25.11, part 1 and 2 of the General Conditions in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State of Florida Department of Transportation or the U.S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a Consultant becomes involved in, or is threatened with litigation with a Sub-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.

26.9 INTEREST OF MEMBERS OF CONGRESS: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

26.10 INTEREST OF PUBLIC OFFICIALS: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States, and public corporations, boards, and commissions established under the laws of any State.

26.11 It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

26.12 It is understood and agreed that if the Consultant at any time learns that the certification it provided the Department in compliance with CFR, Section

23.51, was erroneous when submitted or has become erroneous by reason changed circumstances, the Consultant shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

26.13 The Department 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;

26.14 The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

26.15 The Consultant hereby certifies that it has not:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Offeror) to solicit or secure this contract;
- B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
- C. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Offeror) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

26.16 The Consultant further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

27. CONFLICT OF INTEREST:

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices

maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

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

28. DRUG FREE WORKPLACE:

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

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

29. APPLICABLE LAWS:

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

30. COMPETENT PERSONNEL:

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

31. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- 31.1 Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.
- 31.2 The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services.

32. SPECIFICATIONS:

- 32.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 32.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that

the Offeror meets all the Specifications in every respect.

33. CANCELLATION CLAUSE:

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

34. ACCEPTING CONTENT OF PROPOSAL:

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

35. TAXES:

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

36. ASSIGNMENT:

- 36.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.
- 36.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and

37. SOLICITATION FORMS:

- 37.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.
- 37.2 This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.
- 37.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the City to

accept or reject these proposals upon the basis of the determination.

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

- 38.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City. Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.
- 38.2 Bid is awarded under a sealed, competitive Proposal to lowest or best Proposer system. Advisory board member is required to, prior to or at the time of the submission of the proposal, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the City's Purchasing department.
- 38.3 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.
- 38.4 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Proposer.

39. CIVIL RIGHTS:

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

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

Each subcontract the CONSULTANT or SUBGRANTEE signs in regards to this federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The CONSULTANT or SUBGRANTEE agrees to comply with all applicable federal implementing regulations and other

implementing requirements the Federal government may issue.

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

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

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

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

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

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

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

in the Title VI/ADA plan at City facilities or may be viewed online at www.venicegov.com

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

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

40. BID PROTESTS:

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

- 40.1 File a written notice to the City Manager of the bidder's intention to protest within one (1) business day of the bid opening or the City's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.
- 40.2 Within five (5) days of filing the written notice of intent to protest, the protester shall file a formal

written protest with the City Manager, acting as the bid protest officer, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the City's Finance Department.

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

SECTION 2: SCOPE OF SERVICES

The City of Venice Fire Rescue (VFR) seeks a qualified firm (Consultant) to provide professional services to conduct a Non-ad Valorem Assessment Methodology Study used to set assessment rates for Fire Rescue services provided by the City.

BACKGROUND

The Venice Fire Rescue has a total of three stations within the City limits. Currently the funding for the Venice Fire Rescue comes from the City's general fund operating budget. Due in part to the very specialized services it provides to the City, there is belief that it should be funded separate from the City's regular Ad Valorem funding.

PROJECT REQUIREMENTS

1. Evaluate Fire Rescue, ~~not including Emergency Medical Services (EMS), District~~ operational and financial data including, but limited to, non-ad valorem tax roll information, fire call data, agreements, reports, and other data pertaining to the provision of fire protection services sufficient to develop a valid Fire Rescue assessment program that focuses upon assessable cost calculations sufficient to fund VFR budgetary requirements.

~~23.~~ All services provided must conform with applicable laws, administrative rules and regulations of the State of Florida specifically; those related to non-ad valorem assessments and Uniform Method.

~~34.~~ The Fire Rescue non-ad valorem assessments must meet the Florida Statutory and Case law requirements for a valid special assessment. The Consultant is responsible for ascertaining all applicable laws and assuring the study and its recommendations meet those requirements sufficient to withstand legal challenge. These requirements include but are not limited to the following:

- A. The service provided must confer a special benefit to the property being assessed.
- B. The costs assessed must be fairly and reasonably apportioned among the Properties' that receive the special benefit.
- C. The apportionment or exemption from apportionment of non-ad valorem assessments to the various classifications of governmental entities as defined by Florida Law.

~~45.~~ Ensure that the recommended assessment and parcel classifications conform to the statutory requirements of the Uniform Method.

~~6.~~

~~7.~~ ~~5.~~ Consultant shall hire/sub-contract an attorney to obtain a legal review to confirm the study is consistent with the City's methodology requirements, Florida Statutes, Case law and other applicable laws and rules. Cost of this service shall be included in the project fee.

~~8-6.~~ In the event a court finds the assessment methodology to be legally insufficient or unenforceable, the **Consultant** shall indemnify the **City** for all claims, suits, actions, and damages (including but not limited to reimbursement of assessments), expenses, costs (including but not limited to travel and experts' costs) and attorneys' fees (at both trial and appellate levels) of any nature or kind whatsoever caused by, arising out of, or related to the sufficiency or enforceability of the assessment methodology study prepared by **Consultant** under this Contract. Changes made by the **City** to the assessment methodology shall not render this indemnity invalid unless the **Consultant** has notified the **City** in writing prior to adoption of the non-ad valorem ordinance that a particular change will likely lead to an insufficient or unenforceable assessment methodology, and the court expressly holds that that change was the sole reason that the assessment methodology was insufficient or unenforceable. The amount of the indemnity shall be co-extensive with

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the amount of the **Consultant's** Errors and Omissions/Professional Liability coverage, which shall not be less than \$2,000,000 per occurrence for this project with a \$4,000,000 policy term general aggregate, and such policy shall expressly provide coverage for this indemnity provision. In the event the **CONSULTANT** has failed to procure Errors and Omissions/Professional Liability coverage in the stated amount or has let such coverage lapse, the indemnity shall still be enforceable up to the stated amount.

9-7. Consultant shall have a maximum of 120 days to perform the services.

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DELIVERABLES

1. The Consultant shall hold a project commencement meeting with VFR and City representatives at City offices. Up to two (2) additional progress meetings may be conducted within the City upon request by the City.

2. Written progress reports shall be required at 60 and 90 days from project commencement.

3. Recommend the categories of property to be assessed and determine the relative benefit anticipated to be derived by those categories of property found within the City that receive fire rescue services.

4. Provide a recommended assessment methodology appropriate to meet the needs of the City.

54. Using a minimum of two years of fire incident reports, correlate the fixed property uses on the reports to comparable property uses on the tax roll. Analyze all property use categories within the City to determine which parcels receive a special benefit from the provision of fire rescue services and fairly apportion the assessable costs among all benefited parcels within each property use category.

65. Develop a fair and reasonable method of apportionment and accurate classification of parcels. Ensure that the recommended assessment rates and parcel classification conform to the statutory requirements of the "Uniform Method."

76. Calculate assessment cap rates and parcel classifications required to fully fund the identified assessable costs to provide fire rescue services within the City.

87. The Methodology is anticipated to remain in effect for a three (3) year period and the Study shall reflect a method to adjust the level of assessment sufficient to continue funding the VFR budgetary requirements through that period.

9. Final Draft Methodology Report shall be submitted for review to the City thirty (30) calendar days prior to the ending date of the project.

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10. Fifteen (15) master copies and one (1) electronic copy of the completed study must be submitted to the City no later than ten (10) days prior to the ending date of service.

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11. Consultant shall work with the City Public Information Officer (PIO) to develop website materials, brochures, FAQs or other media tools as may be appropriate

12. Upon Commencement of the study the Consultant may be required to hold one (1) meeting with City Council in a Workshop or on an individual basis to receive Council input. Consultant shall also be required to prepare materials (to include Power Point-) for a minimum of two (2) C presentations to City Council. Presentations shall be reviewed and approved by the City prior to all presentations. Consultant may be required to conduct one (1) or more public meetings.

13. The Consultant shall assist in the draft of all legal notices, publications, documents and resolutions necessary to certify the tax roll and adopt the rate structure for the initial year of the Methodology. The Consultant shall submit "drafts" of all documents, including a draft Council Agenda Summary for the required public hearings, to the City Clerk for review with sufficient time for publication and adoption prior to statutory deadlines.

14. Assist the City with calculation, development and adoption of ensuing ordinances.

15. Create and maintain an assessment roll based on the final methodology approved by City Council and deliver the assessment roll to the City within the timeframe and format acceptable to the City and the Sarasota County Tax Collector.

16. All materials, in any format, produced by the Consultant for the ~~District-City~~ during the course and scope of this Assessment Methodology Study are considered the property of the City.

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SECTION 3: INSTRUCTIONS FOR PREPARING PROPOSALS

1. RULES FOR PROPOSALS

A. The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. If there is any doubt as to the true meaning of the specifications and information provided, Proposers may submit written inquiries via fax or email regarding this solicitation to the Procurement-Finance Department, Fax No. (941) 486-2790 or pboers@venicegov.com. The CITY will respond to faxed or emailed inquiries received by the posted deadline for questions. Inquiries must reference the date and time of opening, and the RFP Number 3037-16. Failure to comply with this condition shall result in the Proposer waiving their right to dispute the specifications and information provided in the solicitation document.

Any change to this solicitation shall be made by addendum duly issued to each registered Proposer via <http://www.demandstar.com>. A copy of the addendum is to be included with the proposal response.

Oral Inquiries: The CITY will not respond to oral inquiries.

2. PROPOSAL FORMAT/REQUIREMENTS

Firms shall prepare their proposals using the format outlined below. Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

Title Page: Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Tab 1 - Transmittal Letter: The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the Consultant to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.

Tab 2 - Table of Contents: The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 3 - Team proposed and management plan for this project: In addition to the information required in the Evaluation Form, provide the following information:

Team Organization, Management, and General Qualifications – Multiple firm or joint venture teams should clearly identify the roles and responsibilities of the proposed participants. The principal within the prime firm responsible for the project and the proposed project manager should be identified and a statement presented that those persons would not be substituted without the express permission of the City.

Individual Qualifications – Firms should submit the resumes of key people.

Experience and References – Demonstrate experience in other projects of similar complexity. A reference list for each project is required: including name, project, telephone number, e-mail address, brief description of the project, proposed cost, actual cost, proposed deadline and actual deadline.

Tab 4 - Timeline for completion of Services: In addition to the information required in the Evaluation Form, provide the following information:

Work Plan – Firms submitting should demonstrate their understanding of the project. An outline of description anticipated project tasks in sequence should be prepared. Firms should identify anticipated deliverables and general schedule for a project of this type. Provide a detailed approach to the project based on your overview narrative. A narrative statement that sets out the methodology your firm intends to employ and that illustrates how this methodology will serve to perform the described services.

Tab 5 - Lump sum cost to the City and Additional “Optional” Services: In addition to the information required in the Evaluation Form, provide the following information:

Lump-Sum Cost Proposal - The proposal document should include a **lump-sum cost for the Fire Rescue proposal only**. The Consultant will provide a separate line item pricing for Additional “Optional” Items. Lump sum proposed costs and the “Optional” items will include all direct and indirect costs and all out-of-pocket expenses.

Please attach an itemized list of hourly-fee/rate schedules for professional services disciplines for additional services which may be required solely at the request of the City; along with other items identified on the proposal form.

The City reserves the right to negotiate the final fee to be paid for this contract.

Additional “Optional” Services:

A. Consultant may be asked to assist with one (1) or more public “informational” (Town Hall, HOA, Rotary, Condo Board) meetings. Consultant shall provide the cost (including travel) for such service.

B. Consultant may be engaged for additional services following implementation to conduct related activities such as future updates of the rate study, expert testimony, Fire Rescue related services.

C. Consultant may be asked to provide printing and mailing of Non-Ad valorem Assessment notifications. Provide an estimated cost (per unit or parcel) for this service.

D. In addition, the consultant may be asked for subsequent fee proposals for additional services such —as modification of the funding structure to incorporate a higher level of service and/or capital projects and equipment. Additional services may also include future updates of the initial funding study. The consultant may also be asked to provide hourly rate consulting services post-adoption during the initial implementation of the selected Fire Rescue funding strategy or to address site- specific issues that may arise during implementation. Consequently, the consultant should indicate their qualifications relative to likely additional services.

Respondents must be recognized professionals with expertise in the requested Scope of Work.

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The Successful Proposer will appoint one of their employees as the key contact for approval by the City's Project Manager.

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It is the City's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, will include the entire effort required of the proposer to provide the service described.

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The Cost analysis should include:

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1. A schedule of estimated man hours and man hour rates
2. List of professional service disciplines with standard hourly rate schedules for additional "as needed" services (not part of lump sum total)
3. Clarifications

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NOTE: There will be no reimbursement for direct/indirect costs or out of pocket expenses, unless expressly authorized by the City.

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Tab 6 - City Required Forms - Please include in your submittal all required forms within this RFP, completed in full.

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- Proposer shall be registered with the State of Florida to perform the professional services required for this proposal. A copy of Registration must be included with submission.

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Tab 7 - Litigation and Insurance - Has the Consultant been involved in litigation in the last five (5) years? If so, describe circumstances and outcome. Consultant shall advise the amount of liability insurance currently carrying.

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3. MISCELLANEOUS INFORMATION

NUMBER OF PAGES: Please include in your submittal all required forms within this RFP, completed in full. Section III A THROUGH III C of the proposal shall not exceed fifty (50) pages in length, including all resumes. Required forms do not count towards the fifty (50) page maximum.

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The Proposer shall submit six **(6) complete** sets with all supporting documentation:

- One (1) hard-copy **UNBOUND** original (marked "**ORIGINAL**") and signed in blue ink.
- 1-PDF copy on CD.
- Five (5) hard-copies (marked "**COPY**")

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SEALED ENVELOPE PLAINLY MARKED WITH THE RFP NUMBER AND NAME, and addressed to the attention of Peter Boers, CPPB. Please mark the envelope clearly as follows: "**RFP 3037-16: VENICE FIRE RESCUE NON-AD VALOREM ASSESSMENT METHODOLOGY**".

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Procurement
City of Venice
401 W. Venice Avenue
Venice, Florida 34285

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PRESENTATIONS: If the City requires presentations, the consultant conducting the presentations and discussions will be the person(s) conducting the presentations before the commission, the City reserves the right to request a staff change or approve staff substitution.

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Section 4: EVALUATION OF PROPOSALS

EVALUATION METHOD AND CRITERIA: All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the CONSULTANT deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

- A. General:** The City shall be the sole judge as to the merits of the proposal (s), and the resulting agreement. The City's decision will be final. The City's evaluation criteria will include, but shall not be limited to, considerations listed under Part III-A THROUGH III-C.
- B. AWARD CRITERIA:** : The award of this RFP may be in total or in part, to the most qualified, responsive, and responsible proposer(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City.
- C. EVALUATION CRITERIA:** Proposals will be reviewed by staff from the City of Venice and evaluated based on the format and content outlined in this proposal as follow:

EVALUATION CRITERIA PERCENTAGE (WEIGHT)	POINTS PERCENTAGE (WEIGHT)
Team proposed and management plan for this project <ul style="list-style-type: none">➤ Experience on Similar Projects, relevant work history➤ Project Manager, other Key Site Personnel➤ Roles and responsibilities➤ Multiple projects, similar projects and challenges	17
Timeline for completion of Services Schedule-What techniques are planned to assure that schedule will be met, and who will be responsible to assure that schedule will be met.	13
Lump sum cost to the City and Additional "Optional" Services – LS for Fire Rescue Assessment Methodology only. Cost-what control techniques are planned; Review recent projects to demonstrate ability to meet project cost control; and who will be responsible for cost control.	35

Project Approach/Methodology 1. What challenges do you anticipate and do you propose to solve them 2. Legal defensibility – provide case law and legal opinion. Approach of legal Analysis. 3. Innovative concepts and approaches	30
SUBTOTAL	85
The following criteria will be verified by Procurement:	
Local Business Status	5
TOTAL EVALUATION	100

D. Selection Committee: The evaluation committee will evaluate the written submittals and based on rankings, and may elect to schedule oral presentations with as many firms as the selection committee deems necessary.

If presentations are requested - Formal Oral Presentations/Interviews:

The City's Procurement department will establish the schedule and proposers will be notified within a reasonable time period (date provided below), in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications. Oral presentations will **NOT** be open to competing proposers.

The City will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion.

Oral interviews/presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking and Recommendation for Award: After clarification is completed, the Committee will re-rank all proposals to determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the City.

The department will prepare the agenda item for the next available commission meeting and request the City Commission to authorize the City Manager to negotiate and execute the contract with the top ranked, responsive and responsible firm.

3.E. Schedule: The anticipated schedule for this project is as follows:

Proposal Issue Date	July 30 26, 2016
Proposal Advertised	July 30, 2016
Deadline for Questions	August 19, 2016
Proposal Due Date	August 26, 2016
Evaluation Committee Meeting	September TBD
"Closed" Oral Presentations/Evaluation Committee	September TBD

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City Council to authorize the Staff to negotiate the contract, and execute the agreement	September 14, 2016

END OF SECTION

APPENDIX- REQUIRED FORMS

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Proposer Check List

- Sworn Statement Pursuant To Section 287.133 (3) (A) Florida Statutes On Public Entity Crime
- Local Preference Checklist
- Non-Collusion Affidavit
- Drug Free Workplace
- Conflict/Non Conflict of Interest and Litigation Statement

Sworn Statement Pursuant to Section 287.133 (3) (A) Florida Statutes on Public Entity Crime

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By _____

(print this individual's name and title)

For _____

(print this individual's name and title)

whose business address is _____

and if applicable whose Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

- _____
2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
 3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
 4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (I indicate which additional statement applies).

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Authorized Signature

Sworn and subscribed before me this _____ day of _____, 2016

by _____ who is personally known to me, or who
(name of person whose signature is being notarized)

produced identification _____ (type of identification).

NOTARY PUBLIC: [SEAL]

Signature: _____ Date: _____

Print Name: _____

My commission expires _____

LOCAL PREFERENCE CHECKLIST

HOW DO I DETERMINE "LOCAL PREFERENCE"

The following questions will help you determine local preference for your company.

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, contact the City of Venice's Procurement Department at 941-486-2626.

Questions 1 – 4

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

YES ____ If "yes", proceed to question 2.

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

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

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

YES ____ If "yes", proceed to question 3.

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

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

YES ____ If "yes", proceed to question 4.

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

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

YES ____ If "yes", proceed to question 5.

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

Questions 5 – 7

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

YES ____ If "yes", **STOP, local preference applies.**

NO ____ If "no", proceed to question 6.

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

YES ____ If "yes", **STOP, local preference applies**

NO ____ If "no", proceed to question 7

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

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

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

NON-COLLUSION AFFIDAVIT

State of _____

CITY of _____

_____ being first duly
sworn, deposes and says that:

1. He/she _____ is _____ the
_____, (Owner,
2. Partner, _____ Officer, _____ Representative _____ or _____ Agent) _____ of
_____ the Proposer that has submitted
the attached Proposal;
3. He/she is fully informed respecting the preparation and contents of the
attached Proposal and of all pertinent circumstances respecting such Proposal;
4. Such Proposal is genuine and is not a collusive or sham Proposal;
5. 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, bank, 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, bank, or person to fix the
price or prices in the attached Proposal or of any other Proposer, or to fix any
overhead, profit, or cost elements of the Proposal price or the Proposal price of
any other Proposer, or to secure through any collusion, conspiracy, connivance,
or unlawful agreement any advantage against (Recipient), or any person
interested in the proposal Work.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

CITY of _____

On this the _____ day of _____, 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

DRUG FREE WORKPLACE

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

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

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

Concur _____ Variance _____

Date

Proposer's Signature

CONFLICT/NON CONFLICT OF INTEREST AND LITIGATION STATEMENT

CHECK ONE

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

OR

- ☐ The undersigned bank, 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 BANK, AND SUITS AGAINST CITY OF VENICE. INCLUDE ACTIONS AGAINST THE BANK BY OR AGAINST ANY LOCAL, STATE, OR FEDERAL REGULATORY AGENCY.

CHECK ONE

- ☐ The undersigned bank has had no litigation adjudicated against the bank 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 bank, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the bank 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.