



CITY OF VENICE, FLORIDA

Request for Qualifications

RFQ # 3075-17

Date of Issue: November 18, 2017

Submission Deadline: December 18, 2017 at 2:00 PM

Title and Purpose of RFQ:

PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR CITY OF VENICE PUBLIC SAFETY FACILITY

Offerors Are Not Required to Return This Form.

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

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

RFQ NUMBER: **3075-17**

RFQ TITLE: **PROFESSIONAL ARCHITECTURAL AND ENGINEERING
SERVICES FOR CITY OF VENICE PUBLIC SAFETY FACILITY**

PROJECT DESCRIPTION: The City of Venice (City) is requesting qualifications from an Architectural Design professional (Consultant) to provide design, permitting and construction administration services during construction for the development of the City of Venice Public Safety Facility (Project).

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

RFQ SUBMITTAL DEADLINE DATE & TIME: December 18, 2017 at 2:00 p.m.

PRE-PROPOSAL CONFERENCE: No

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

Specifications and Bid/RFQ documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at www.demandstar.com. Proposers may also pick up Bid/RFQ documents at the City of Venice Finance- Purchasing Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 882-7422 at no charge.

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

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

Qualified firms are invited to deliver **ONE (1) ORIGINAL AND FIVE (5) copies** of their proposals, in a sealed envelope marked **“SEALED REQUEST FOR QUALIFICATIONS, RFQ # “3075- 17, Request for Qualifications – Professional Architectural and Engineering Services for City of Venice Public Safety Facility”**, and delivered to the City of Venice Purchasing Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for proposals received after 2:00 p.m., December 18, 2017, or at any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFQ must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be December 8, 2017, by 1:00 p.m.**

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

The City reserves the right select one or more the firms submitting qualification packages. The City reserves the right to award the contract to a responsible proposer(s) submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the City.

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

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

CITY OF VENICE, FLORIDA
Peter Boers, Procurement Manager

PUBLISH: November 18, 2017
November 22, 2017

SECTION 1: GENERAL CONDITIONS & INSTRUCTIONS TO OFFERORS

DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Venice (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Venice, a municipal corporation of the State of Florida. The term "RFQ" refers to this Sealed REQUEST FOR QUALIFICATIONS. The term "solicitation" refers to the entire RFQ package and the Offeror's submittal as a response to this RFQ. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation. The term "Department" refers to the State of Florida Department of Transportation.

1. OFFEROR REGISTRATION

Offerors who obtain solicitation documents from sources other than the City or download from <http://www.demandstar.com/> must officially register receipt of the solicitation with the City's Procurement- Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The City of Venice is not responsible for the accuracy of bid documents and information obtained from any source other than <http://www.demandstar.com/>.

2. CONTACT

All prospective Offerors are hereby instructed not to contact any member of the City of Venice City Council, City Manager, or City of Venice staff member other than the contact person indicated in this RFQ regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

3. ADDENDA AND INQUIRIES

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

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

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

4. PUBLIC OPENING

Submittals shall be received in the Procurement- Finance Department, 401 W. Venice Ave, Venice, FL 34285 by the date and time indicated on these documents. As soon as possible thereafter, the names of the Offerors 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 six (6) complete sets (one original and five copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

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

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

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

7. PRICES, TERMS AND PAYMENT:

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

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

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.~~

8. SAFETY STANDARDS:- not applicable

~~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~~

9. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:- not applicable

~~Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Offeror shall submit with its proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director or designated representative.~~

10. DELIVERY:- not applicable

~~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.~~

11. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:- not applicable

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

13. SUBMITTAL PREPARATION COST

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

14. ACCURACY OF SUBMITTAL INFORMATION

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

15. LICENSES

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

16. LOCAL PREFERENCE- not applicable

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

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

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

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

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

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

~~16.7 Information regarding Sarasota County's Local Business Tax can be found at www.sarasotataxcollector.governmax.com.~~

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

17. POSTING OF NOTICE OF INTENT

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

18. PUBLIC RECORDS/TABULATION

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

19. RESERVED RIGHTS

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

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

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

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

20. INDEMNIFICATION/HOLD HARMLESS

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

21. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT

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

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

list.

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

22. GRATUITIES AND KICKBACKS

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

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

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

23. EQUAL EMPLOYMENT OPPORTUNITY

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

24. CONFLICT OF INTEREST

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

October 1, 1975.
Qualification for elective office.

Appointment to public office.
Beginning public employment

25. DRUG FREE WORKPLACE:

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

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

26. APPLICABLE LAWS

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

27. COMPETENT PERSONNEL

The Officer agrees that it will endeavor to perform services in a manner consistent with that degree of care and skill ordinarily exercised by members of the architecture/engineering profession currently practicing under similar circumstances.

28. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

28.1 Before delivering a submittal, each Officer 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 Officer's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

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

29. SPECIFICATIONS

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

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

30. CANCELLATION CLAUSE

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

31. ACCEPTING CONTENT OF PROPOSAL

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

32. TAXES

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

33. ASSIGNMENT

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

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

34. SOLICITATION FORMS

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

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

34.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as

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

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

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

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

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

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

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

36. BID PROTESTS

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

36.1 File a written notice to the City Manager of the bidder's intention to protest within three (3) business days of the bid opening or the City's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.

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

36.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt.

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

- (1) Issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten (10) business days of the City's receipt of the protest.
- (2) Within two (2) business days of receipt of the formal findings of fact and written decision, the City shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.

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

37. SCRUTINIZED COMPANIES

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

SECTION 2: SCOPE OF WORK

PURPOSE

In accordance with the requirements of Chapter §287.055, Florida Statutes, the “Consultants Competitive Negotiation Act”, the City of Venice is seeking to engage the Services of a qualified licensed Consultant to provide professional Architectural and Engineering services for the City of Venice Public Safety Facility.

GENERAL DESCRIPTION

The City is requesting qualifications from Architectural Design professionals to provide design, permitting and construction administration services during construction for the development of the City of Venice Public Safety Facility (Project).

BACKGROUND

The City’s current police station on Ridgewood Avenue was built in 1990, some 26 years ago. In a recent examination of the current facility by an architectural consulting firm and City Engineering, it was determined that the current police department building:

- Is not weather hardened to contemporary standards in which the roof, walls, doors and windows can withstand Category 5 storm-force rain and winds of up to 157 mph.
- Does not meet current security standards.
- Cannot accommodate the technology that police use continuously, now and for the future.
- Has limited space on 5 acres for the formation of a command center and any future expansion.
- Cannot easily or cost-efficiently accommodate expansion to meet all the strategic needs of the police department, or other local, state or federal agencies brought in to assist in times of crisis.

In addition, Policing has changed since the current police station was built, due in part to an increase in terrorist and active shooter activities. Recent events have shown us these type of threats can happen anywhere at any time. The Public Safety Improvement Bond would support the construction of a modern, updated facility that will allow first responders to be in a constant state of preparedness and react efficiently and effectively to threats, whether natural or manmade, of any kind, as well as provide peace of mind for residents.

A Public Safety Bond Referendum was approved in November 2016 to fund engineering and construction of an approximately 30,000 square foot, hurricane-hardened public safety command center on a 10-acre property with secured grounds. Along with housing the Police Department, it will feature:

- Multipurpose rooms to support training or emergency operations, including a media briefing area.
- A community room open to the public for meetings of civic groups or other organizations.
- Support for current forensic technology and room for processing and storage of evidence.
- Housing of a data center to support citywide IT services, which the City currently does not have.
- An Emergency Operations Center (EOC)- for assembly, communication, coordination, organization and disbursement of personnel and material resources in preparation for and in response to major manmade and/or natural disasters.

- A Training Facility to support various types of public safety training including: Taser use, simulated firearms training, and other physical and educational forms of skill development

The Public Safety Improvement Bond issue will be for 30 years for a maximum project cost of \$16 million. The actual available funding for site acquisition, design and construction is approximately 15.4 million. Construction cost is approximately \$9,000,000.00, including building and site development. Time is of the essence. All design and construction activity must be completed within three (3) years of the Bond Issue date (August 15, 2017), and all billing must be processed within that time period.

Architects Design Group (ADG) completed a preliminary programming exercise in April 2016, including an Initial Space Needs Assessment. These space needs were further modified, and are identified along with additional requirements for the facility, in the attached *Public Safety Facility Requirements* document located in the Appendix.

The site selected for the project is located in the Venetian Gateway Overlay District and will be subject to the requirements of the Design Guidelines for that District.

The CITY is interested in sustainable and efficient design ideas that can be accomplished within the budget limitations and without compromising the Program requirements for the facility, however a LEED certification level minimum requirement has not been established.

Consultant Services shall generally include but are not limited to: review of the criteria used to determine the space needs for this project (specifically to assess the space needs for facilities, vehicle access, exit, and internal circulation, Project Programming, Schematic Design, Design Development, Construction Documents, required Specifications Sections including Division 0, Cost Estimating, Permitting, Bid Phase Assistance, Shop Drawing Review and Contract Administration Services. It is the intent of the CITY to incorporate AIA Document A201-2007 General Conditions of the Contract for Construction into the agreement executed with the selected Construction Manager (CM). Consultant Services will also include requirements identified in that document. The CITY has engaged an Owner's Representative (OR) to assist in delivery of the project. Consultant shall coordinate with and provide prompt response to (OR) to avoid project delays. Consultant shall provide prompt responses to CM requests to avoid project delays. Coordination with the CM and completion of the design for CM to provide a guaranteed maximum price (GMP) shall be the responsibility of Consultant. Regular coordination with CM to conduct constructability reviews and timely review of CM Control Estimates is essential to meeting the project timeline.

The project shall be designed and constructed for a complete delivery of the project in full conformance with all applicable laws, regulatory rules, regulations and permitting requirements.

MINIMUM REQUIREMENTS

In order for a Proposal to be considered by the City, Proposers shall demonstrate in their Proposals compliance with the following minimum requirements:

- i. The Consultant's team must be currently licensed and authorized in the State of Florida to perform their respective professional services required of the Project. Specifically, Consultant and Consultant's team must show experience working with projects similar in scope and dealing with all applicable building codes, in addition to the Florida Building Code, Commission for Accreditation for Law Enforcement Agencies; Essential Facility Life Safety Code, Critical Operations Power Systems, etc.

- ii. The Consultant's team shall include Audio Visual, IT and Communications, security design sub consultants and law enforcement design experts.
- iii. The Consultant shall have a minimum of five years of experience working as an architectural design firm within Florida, to include previous experience on law enforcement or public safety projects similar in scope; and
- iv. Proposers must be currently insured and satisfy insurance requirements applicable by Law to perform the services, with insurance certificates that state the name of the Proposer, current street address of the business and the type of work that the Business Tax Receipt is issued for, and all additional insurance requirements, including required endorsements, as specified herein.

The City will not consider Proposals that fail to demonstrate compliance with the above requirements. The Consultant shall maintain and keep in force throughout the life of the Contract all renewals and extensions, if any, pertaining or relating to the requirements specified in this Section. Failure of the Consultant to comply with these requirements will be sufficient grounds for the City to declare the Consultant in default and subject the Contract to possible termination by the City.

SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

RFQ TIMETABLE	
RFQ advertised	November 18, 2017
Deadline for written questions	December 8, 2017 by 1:00 pm
Due Date and Time for this RFQ	December 18, 2017 by 2:00 pm
First Evaluation Meeting and Shortlist for Presentations	December 29, 2017 @ 1:00 pm
Presentations and Oral Interviews	January 12, 2018
Award Recommendation of Ranking	January 23, 2018

The above schedule is not final. The City reserves the right to modify the above dates and times, at its discretion.

SECTION 3: INSURANCE INFORMATION

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

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

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

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

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

- b) Insurance requirements itemized in this Contract, and required of the CONSULTANT, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The CONSULTANT 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 CONSULTANT's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The CONSULTANT 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 CONSULTANT until such time the CONSULTANT 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 CONSULTANT 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 CONSULTANT's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.

END OF SECTION

SECTION 4: SELECTION PROCESS

RFQ SELECTION PROCEDURES

Selection Process

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

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

The following steps will be followed in the selection process:

1. City management and staff will review each response that is submitted and determine which ones are considered responsive to the RFQ.
2. The Selection Committee tasked with the review of the responses to the RFQ will meet to review, discuss, and independently score the responses in a publicly advertised meeting using the selection criteria matrix attached, and short-list proposers to be invited for interviews and oral presentations
3. The Selection Committee will interview the shortlisted proposers and then rank them in order of preference.
4. City staff will negotiate a contract with the top ranked proposer. If staff is unable to negotiate a satisfactory contract with the highest ranked firm negotiations will be terminated with that firm and then negotiation with the next highest-ranked firm will proceed and so on in order of preference if needed.
5. The negotiated contract shall be presented to City Council for consideration and approval.

Selection Committee

The City reserves the right to increase or decrease the number of individuals that are members of the Selection Committee and/or replace individuals as needed in order to assure meeting the schedule. However, no less than three (3) individuals will be used for shortlisting the Proposals received. The same individuals shall be utilized for the presentations, if necessary. However, if a conflict in schedule causes a change in personnel, the City reserves the right to proceed without that individual. It is the intention to utilize a Selection Committee during the presentations consisting of no less than three (3) individuals to hear the presentations.

Scoring Method

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

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

Project team's professional qualifications and key personnel experience 40%

This section requires that the project team organizational chart, resumes and key personnel experience make the lines of communication and responsibility very clear as well as who the Client Manager is. Maximum points will be given to key personnel experience that is relevant to projects with governments of similar size to the City of Venice. In addition, higher value will be given to a team that includes key personnel experience demonstrating the capability to perform all or most aspects of the project, and recent experience in Public Safety Facility projects comparable to the proposed task. The quality of projects previously undertaken, and capability to complete projects on budget will also be considered.

Project team experience/references 30%

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

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

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

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

Completeness of RFQ submittal 10%

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

Other Considerations

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

Shortlisting and Notification

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

Reuse of Design Ideas

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

Challenge of Notice of Intent to Award

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

Rejection of Proposals

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

END OF SECTION

SECTION 6: SUBMISSIONS DETAILS

REQUEST FOR QUALIFICATIONS (RFQ) RESPONSE & PROCEDURES

Submittal Requirements

Proposers interested in being considered for this selection must submit one (1) original, five (5) copies, and one (1) electronic copy (CD or Thumb Drive) of the Response Package using the forms provided. The qualifications submittal shall include the following required information. Submittals lacking the required elements listed below may be considered non-responsive, may lose points, or be disqualified at the discretion of the City

Response Due Date

Qualifications Submittals are due no later than the date provided in the Request for Qualifications.

Submittals are to be delivered to:

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

Required Response Format

Tab 1	One-page Letter of Interest
Tab 2	Project team's qualifications and key personnel experience.
Tab 3	Project team experience/references
Tab 4	Ability to perform the services expeditiously at the request of the City. Location and availability of technical support people and assigned project manager to the City. Provide current and pending work on other projects
Tab 5	Additional considerations
Tab 6	Required Forms, Certificate of Insurance, Certifications.

Questions during RFQ Phase

Questions must be submitted in writing to pboers@venicegov.com or by fax to (941) 486-2790, Attn: Peter Boers, Purchasing Manager, for the City's consideration no later than December 8, 2017. Responses will be provided in writing by and posted on www.demandstar.com for download and will be available through the Purchasing office.

Litigation Statement

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

Drug Free Workplace Act

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

Conflict of Interest Statement

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

Public Entities Crimes (FS 287.133)

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

Bonding Requirements

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

Required Forms

Each respondent shall submit the required information form as attached:

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

All Required forms are included in this package.

APPENDIX

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

QUALIFICATIONS STATEMENT

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

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

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

SUBMITTED BY:

NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

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

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

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

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

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

a. Date of Organization: _____

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

c. State whether general or limited partnership: _____

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

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

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

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

ACKNOWLEDGEMENT

State of _____ }
County of _____ } SS.

On this the _____ day of _____, 2017, 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

PROJECT TEAM

TEAM NAME: _____

FEDERAL ID No.: _____

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

PUBLIC ENTITY CRIME INFORMATION

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

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

Signature: _____

Date: _____

Phone: _____

Fax: _____

Federal ID#: _____

DRUG FREE WORKPLACE

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

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

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

Concur _____

Variance _____

Date

Contractor's Signature

INDEMNIFICATION/HOLD HARMLESS

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

I, _____, being an authorized representative of the firm of _____ located at City _____, State _____, Zip Code _____ Phone: _____ Fax: _____.

Having read and understood the contents above, hereby submit accordingly as of this Date, _____, 2017.

Please Print Name

Signature

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

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

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

Dated this _____ day of _____, 2017.

By: _____
Authorized Signature

Typed Name of Title

Recipient's Firm Name

Street Address

City/State/Zip Code

CONFLICT/NON CONFLICT OF INTEREST AND LITIGATION STATEMENT

CHECK ONE

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

OR

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

LITIGATION STATEMENT

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

CHECK ONE

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

OR

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

Company Name: _____

Authorized Signature: _____

Name (print or type): _____

Title: _____

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

NON-COLLUSION AFFIDAVIT

State of _____ }
County of _____ } SS.

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

On this the _____ day of _____, 2017, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Names of individual(s) who appeared before Notary) whose name(s) in/are subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA
NOTARY PUBLIC
SEAL OF OFFICE:

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

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

DRAFT AGREEMENT FOR CONSULTANT SERVICES

Subject to modification for its final form.

This AGREEMENT is made this ____ day of 2017, between the City of Venice, a Florida municipal corporation ("CITY"), and _____ a _____ located in _____ ("CONSULTANT").

WITNESS:

WHEREAS the CITY desires CONSULTANT'S services to provide design, permitting and construction administration services during construction for the development of the City of Venice Public Safety Facility (PROJECT), and the CONSULTANT is willing to perform those services.

THEREFORE, in consideration of the premises and Agreements contained herein, the parties agree as follows:

ARTICLE I

Description of PROJECT

CONSULTANT's Services shall generally include but are not limited to: review of the criteria used to determine the space needs for this PROJECT (specifically to assess the space needs for facilities, vehicle access, exit, and internal circulation, Project Programming, Schematic Design, Design Development, Construction Documents, Cost Estimating, Permitting, Bid Phase Assistance, Shop Drawing Review and Contract Administration Services. CONSULTANT shall coordinate with and provide prompt response to the CITY's contracted Owner's Representative (OR) to avoid project delays. CONSULTANT shall provide prompt responses to the CITY's selected construction manager's (CM) requests to avoid project delays. Coordination with the CM and completion of the design for CM to provide a guaranteed maximum price (GMP) shall be the responsibility of CONSULTANT. Regular coordination with CM to conduct constructability reviews and timely review of CM Control Estimates is essential to meeting the project timeline.

The PROJECT shall be designed and constructed for a complete delivery of the PROJECT in full conformance with all applicable laws, regulatory rules, regulations and permitting requirements.

ARTICLE II

Term

The AGREEMENT shall commence immediately upon execution by both the CITY and the CONSULTANT and shall continue through completion and acceptance by the CITY of the Project.

ARTICLE III

CONSULTANT'S Scope of Services

The CONSULTANT shall perform professional Architectural and Engineering services relevant to, and required for the PROJECT in accordance with the terms and conditions set forth herein, and as provided in the Scope of Services contained in Exhibit A including the proposed schedule, the City's Request for Qualifications RFQ Number 3075-17, and CONSULTANT'S proposal submittal in response to same, which is attached to this AGREEMENT and by this reference made a part of it as Exhibit D. CONSULTANT's Scope of Services shall include those duties identified in AIA Document A201-2007 General Conditions of the Contract for Construction. To the extent the terms and conditions described in this AGREEMENT conflict with those described in AIA Document A201-2007 General Conditions of the Contract for Construction, the terms and conditions set forth in this AGREEMENT shall control.

As soon as practical, but no later than fifteen (15) work days, after the date of this AGREEMENT, the CONSULTANT shall submit to the CITY a schedule of the CONSULTANT'S services. The CONSULTANT'S schedule shall include all activities required for the development of the design and completion of documents required for permitting and construction of the PROJECT, including but not limited to Programming, Schematic Design, Design Development, Construction Documents, CM Control Estimates and GMP reviews, and CITY reviews and approvals.

The CONSULTANT shall review the CITY'S Program requirements, site, Schedule, Budget, and other initial information for the PROJECT, and provide a preliminary evaluation, each in terms of the other, to ascertain the requirements of the PROJECT. The CONSULTANT shall notify the CITY of any inconsistencies or conflicts discovered in the information, and other information or consulting services that may be reasonably needed for the PROJECT. The CONSULTANT shall present its preliminary evaluation to the CITY and shall discuss with the CITY alternative approaches to design and construction of the PROJECT as required. The CONSULTANT shall reach an understanding with the CITY regarding the requirements of the PROJECT. Based on the established PROJECT requirements agreed to, the CONSULTANT shall prepare a preliminary design which meets all PROJECT criteria. Throughout the development of the design, the CONSULTANT shall evaluate the proposed design against the established PROJECT requirements to ensure conformance, including but not limited to Budget and Spacial Needs requirements. Documents used for evaluation include, but are not limited to, area summaries prepared by the CONSULTANT completed at the conclusion of all design modifications, and periodic Control Estimates and the GMP completed by the CM. At anytime during the development of the design, should the proposed design not meet, comply or otherwise align with the established PROJECT requirements, the CONSULTANT, at no additional cost to the CITY, shall modify or adjust the proposed design to meet, comply and align with the established PROJECT requirements.

ARTICLE IV

Changes in Scope

If changes occur either in the CONSULTANT's Scope of Services or the Description of the PROJECT, an amendment or addendum to this AGREEMENT shall be negotiated at the request of either party.

ARTICLE V

CONSULTANT's Fee

As compensation for Basic Services as described in Exhibit B of this AGREEMENT, and for services required in the fulfillment of Article II of this AGREEMENT, the CONSULTANT shall be paid a "Basic Fee," which shall constitute full and complete payment for these services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this AGREEMENT. The Basic Fee shall be a Not to Exceed amount of _____(\$)for _____Services.

Payment Schedule for Basic Fee.

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

Certified Cost Records.

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

ARTICLE VI

Ownership of Plans and Documents: Records

The field notes, design notes, original drawings, as instruments of service, are and shall remain, the property of the CONSULTANT; however, the CITY shall be furnished, at no additional cost, three paper copies and one digital copy of all plans. Copies of all field documentation shall be provided to the CITY.

The CITY shall make copies for the use of the CONSULTANT, of all of its maps, records,

laboratory tests or other data pertinent to the work to be performed by the CONSULTANT under this AGREEMENT, and also make available any other maps, records or other materials available to the CITY from any other public agency or body.

The CONSULTANT shall furnish to the CITY, copies of all records, field notes and documents that were developed in the course of work for the CITY and for which compensation has been received by the CONSULTANT.

ARTICLE VII

Termination

This AGREEMENT may be terminated by either party upon fifteen (15) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party.

This AGREEMENT may be terminated by the CITY for its convenience upon thirty (30) days' prior written notice to the CONSULTANT.

In the event of termination, as provided in this Article, the CONSULTANT shall be paid compensation in full, for services performed to the date of that termination, an amount calculated in accordance with Article IV of this AGREEMENT. Such amount shall be paid by the CITY upon the CONSULTANT's delivering or otherwise making available to the CITY, all data, drawings, specifications, reports, estimates, summaries and that other information and materials as may have been accumulated by the CONSULTANT in performing the services included in this AGREEMENT, whether completed or in progress.

ARTICLE VIII

Assignment

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

Article IX

Indemnity

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

ARTICLE X

Prohibition Against Contingent Fees

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

ARTICLE XI

Insurance

The CONSULTANT agrees to procure and maintain at its expense until final payment by the CITY for services covered by this AGREEMENT, insurance in the kinds and amounts provided in the specifications in Exhibit C INSURANCE REQUIREMENTS with insurance companies authorized to do business in the State of Florida, covering all operations under this AGREEMENT, whether performed by it or its agent. Before commencing the work, the CONSULTANT shall furnish to the CITY a certificate or certificates in form satisfactory to the CITY, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) day's prior written notice shall have been given to the CITY.

ARTICLE XII

Discrimination Prohibited

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

ARTICLE XIII

Public Records

CONSULTANT agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the CITY in order to perform the Engineering Services; upon the request of the CITY'S Custodian of Public Records, by providing the CITY with copies of or access to public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the AGREEMENT and following completion of the AGREEMENT if the CONSULTANT does not transfer the records to the CITY; and upon completion of the AGREEMENT by transferring, at no cost, to CITY all public records in possession of CONSULTANT or by keeping and maintaining all public records required by the CITY to perform the Engineering Services. If the CONSULTANT transfers all public records to the CITY upon completion of the AGREEMENT, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the AGREEMENT, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

ARTICLE XIV

Venue and Governing Law; Other Provisions

The laws of the State of Florida shall govern all provisions of this AGREEMENT. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this AGREEMENT or any other document or act required by this AGREEMENT, the prevailing party shall be entitled to recover attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, appellate, and/or bankruptcy proceeding, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

ARTICLE XV

Notices

All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to CITY

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

With copy to:

OTB Consulting, Inc
305 South MacDill Avenue
Tampa, FL 33609
Phone: 813.205.9774

If to CONSULTANT:

Either party may change its address for purpose of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph.

ARTICLE XVI

Entire Agreement

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

IN WITNESS WHEREOF, the parties to the AGREEMENT have hereunto set their hands and seals and have executed this AGREEMENT, the day and year first above written.

(SEAL)

ATTEST:
FLORIDA

CITY OF VENICE
IN SARASOTA COUNTY,

CITY CLERK

BY:_____
JOHN HOLIC, MAYOR

ATTEST:

CONSULTANT

BY:_____
Signed by (typed or printed)

Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

FEEES

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

3. The “Acord” certification of insurance form should be used.

4. Required Coverage

- a) Commercial General Liability: including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the CONSULTANT).
- 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: CONSULTANT will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.
- d) Professional Liability: with limits of not less than \$1,000,000 for professional services rendered in accordance with this contract. CONSULTANT shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the CONSULTANT shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the CONSULTANT shall notify the CITY'S Administrative Services Department within thirty (30) days of the change.

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 CONSULTANT, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The CONSULTANT 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'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 CONSULTANT's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The CONSULTANT 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 CONSULTANT until such time the CONSULTANT 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 CONSULTANT 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 CONSULTANT'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.

EXHIBIT D
CONSULTANT'S SUBMITTAL TO RFQ 3075-17

PUBLIC SAFETY FACILITY REQUIREMENTS

The Public Safety Facility for the Venice Police Department includes police operations with public lobby, public meeting room, administration, patrol division, records division, detective bureau, property/evidence section, training area, emergency operations center, IT data center, and garage/storage area for equipment and rolling assets. The overall size of the police operations facility was estimated at 29,769 square feet following a space analysis conducted in 2016. The facility is to be located on a 10 acre parcel to allow for future growth and expansion. The following notes are compiled from a department survey of desired improvements to the current facility for consideration with program development for the new facility.

PUBLIC ACCESS AREAS (LOBBY/RECEPTION/MEETING ROOM)

- A conference room/media room with direct access to the front lobby for media releases and community meetings.
- A separate window and workstation for property/evidence personnel with access to the lobby so they can turn over property from a convenient and secure location. Also, incorporate an area for large item return.
- Incorporate a reception area in the lobby, possibly staffed by a volunteer, with the sole purpose to provide friendly and helpful reception to anyone entering the agency. For example, the volunteer can direct the public to the property window and contact the property division to advise that help is needed in the lobby. The volunteer can provide useful information about the area and about police department programs. If someone has to wait a long time they can be offered a glass of water or a cup of coffee. This will showcase our community oriented policing philosophy and our desire to help all those who enter the station.
- An interactive workstation, which allows a member of the public to sit and peruse information related to the police department: victim rights and tips, community programs, recent news releases, etc. (Computer monitor, mouse, key board, etc.)
- Provide an area in the lobby to showcase awards and trophies.
- Pass thru slot from lobby to secure closet to house prescription drug drop-off box.

ADMINISTRATION

- A high-tech conference room specifically for administration use.
- Additional dedicated storage room for Chief's records or other restricted information.
- Put a proper reception area outside the Chief's Office, (separate from direct contact with Administrative Assistant with enough space to include a reception type person)
- Separate copier room for Administration.
- Storage in each administrative office to include adequate storage for individual(s) responsible for purchasing.

PATROL

- A general training area separate from the squad room with large screen(s) and proper audio/visual capabilities. That way training can continue taking place even during shift changes.
- Hard and soft interview rooms with monitoring and recording equipment.
- A conference room area for patrol and detective use, which is separate from the Administration area.
- Larger area for report writing or other work conducted by officers with more computers and small cubicles for each officer to work in and a central printer.
- A dedicated workspace to clean weapons in the building - near or next to the armory with proper cleaning equipment. Also, incorporate a workspace for firearm repair in this area.
- Larger armory - possibly a three room system for: (1) one room for all weapon storage, (1) room to secure ammunition and other armaments, and one main room for weapon repair and equipment to house weapon repairs.
- Separate office/workspace areas that can be used for officers in specialty units (marine, K9, etc.) or other purposes.
- A better workstation in close proximity to the evidence lockers with seating and all needed equipment to label and package evidence.
- Larger squad room to prepare for additional future officers. Include a large screen or other high tech display capabilities.
- A double-bay garage specifically for vehicle repair/maintenance, patrol bikes, motorcycle(s), etc. with access to the main building. This area can also be used to receive large shipping packages so they are not placed in the lobby or front of the station in the hallway.
- Storage room for SRO's.
- Additional storage room(s) for other purposes (TFIT, patrol equipment, etc.).
- Area to secure and monitor subjects while paperwork is prepared and/or waiting for parents, etc.

DETECTIVE BUREAU

- Workstations/Offices associated with the detective bureau for outside agency use such as Federal agencies, DCF, CPT, etc.
- Add work space/offices for additional VPD Detective personnel.
- A room to store and maintain investigative technology that is primarily used by the detectives.
- Armory
- Separate and secured monitoring room for interview room. It would include all equipment needed.

PROPERTY/EVIDENCE

- Evidence lockers located more conveniently for property/evidence personnel and not located inside someone's office/workspace.

- A double-bay garage with oversized doors to accommodate various vehicle types and sizes, connected to the property/evidence division to specifically collect evidence from search vehicles. The double bay is justified because we often times have more than one vehicle being processed or if only one vehicle needs to be processed, more space is available to work.
- Storage area with direct access to property/evidence for bicycles or other items.
- DNA/Biological evidence long term storage areas.
- Need 6-8 (minimum) parking garage spaces to use to secure and store vehicles and equipment. Once should contain a full lift area surrounding to work.
- Wall unit property lockers with dual access. One area (lockers, tables, equipment, computers, printer, etc.) on the Patrol side to process evidence and place into lockers. The opposite side (accessed by Property Officer only) with another processing area but secured within the Property Section. This would also have an area to process evidence for Property.
- Interior and individual secure rooms, each with its own ventilation system, within Property to properly store each category of evidence.
- Adequate storage to tend to the department needs for the next 25-30 years.
- Separate equipment (uniforms, leather gear, etc.) office and storage from the Evidence/Property Sections.

RECORDS

- Secure customer service windows for the public.
- Separate supervisor office capable of viewing the records work area along with the ability to hold a confidential meeting.
- File area to store hard copy files separate from front office area.
- Plenty of tall counter space to spread out paperwork near the copy machine.
- A separate area for the copy machine, close but not at customer service area.
- A room accessible to the public which they can access from the main lobby.
- Work stations designed with security.
- Two separate working areas. One for customer service (at least two windows) towards the front area, and another away and secure from public for data entry (four working areas).
- A separate room with filing shelves to hold secure and confidential records.
- Emergency button directly connected to SSO dispatch in case of emergency.
- Large dual screens for tedious and large volumes of data entry

TECHNOLOGY/COMMUNICATIONS

- Completely upgraded electrical and fiber optic cables for computers and ensure sufficient power for all current and future equipment.
- Separate storage room for Communications Manager/IT
- Better office spaces for Communications Manager and IT located close to or connected with computer servers or other equipment.
- Secured IT room within Records to handle past, present, and back-up data. Including the A/C, electrical, cable, etc.
- Dedicated power to computer room.

- Thermostat in computer room.
- Robust power in building with UPS/Generator.

CONFERENCE ROOMS

- Plan for updated technology (multimedia)

OTHER

- Storage
- Plan for LAN growth (more computer drops)
- Fiber to the county
- Secure location for Hot Files, CCH, e-agent terminals

TRAINING/EMERGENCY OPERATIONS

- Training room that can be partitioned to create separate classrooms or spaces for other training capabilities such as defense tactics or virtual firearms training.
- This room is anticipated to be a multipurpose room to be used as the EOC during a state of emergency.
- Separate storage areas for training and EOC equipment.
- Separate offices for training supervisor and EOC private meeting office.

LOCKER ROOM/FITNESS

- On-site fitness room attached to the locker room areas with up-to-date equipment.
- Oversized lockers with room for all uniforms, gear, etc.
- Additional private shower stalls with small private changing area in locker rooms (3 or more) in the women and men locker rooms.

BREAK/LUNCH ROOM

- Larger break room to accommodate department growth with larger or commercial grade appliances.
- Newer and more comfortable chairs in the break/lunch room.
- Centralized break room for access from everyone. Also place into consideration area within each department for small areas to keep coffee, snacks, fridge, etc.
- Supply room to store for food stuffs and emergency equipment.

SECURITY UPGRADES

- Install fencing around the entire property perimeter with gate access only to employee parking and patrol vehicles areas.

- Covered parking for department vehicles – protect the vehicles from elements and bird droppings and also control the heat index in the vehicles to somewhat protect electronic equipment.

ADDITIONAL REQUESTS

- Some type of planning to make accommodations for personnel to sleep during emergency operations (bunk rooms, etc.) - possibly storage closet areas with emergency equipment and in those rooms: wall units, fold-up style bunks.
- Ensure all offices have adequate storage areas (closets in the office).
- Centralize the City's IT department within the building. The building will be built to hurricane specs. This would place the entire City into a centralized secure location. The building using the lobby's conference room and areas would give the City a safe base to work from.
- Area and equipment for emergency communications center.
- Restroom facilities that are not centralized, but in each area as needed.
- Areas to store and tend to department needs and animals (cages, storage, cleaning stalls, etc.). This area should be protected from the outdoor elements.
- Exterior decontamination area. To clean objects, personnel, equipment, etc.
- Centralized exterior open area for employees; not visible by public for smoking, taking breaks, etc.

END

Attachment: Adjusted Space Requirements (1 pg)

City of Venice Public Safety Facility

ADJUSTED SPACE REQUIREMENTS

Police Operations	Sq Ft
ADG Final	28,229
2.3 Receptionist	(110)
3.8 Det. Sgt Office	(160)
5.8 Interview	(120)
6.5 Offices	(210)
EOC	(2,313)
Public Meeting Room	(1,464)
TOTAL	23,852

Public Meeting Room

Meeting Room	1,100
Storage	120
Efficiency Factor .2	244
TOTAL	1,464

Training Center / CCC

Training Class/Defensive Tactics/CCC Work Room	1,200
Sgt. Office	160
Training Office	120
Weapons Cleaning	120
Storage - Range	100
Storage - Training	100
Storage - DT	100
CCC Bathrooms with Shower	240
CCC Office	180
CCC Equipment Storage	200
CCC Supply Storage	100
CCC Kitchenette	150
Efficiency Factor .25	693
TOTAL	3,463

City Data Center

ADG	800
ADG	240
IT Review	(50)
TOTAL	990

Total Project Summary

Original ADG Space Plan Total	31,381
VPD Review	(600)
IT Review	(50)
Training	(2,112)
EOC	(2,313)
Training Center / CCC	3,463
Total Facility Square Footage - June 7, 2016	29,769

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

Date: December 13, 2017

To: All Prospective Proposers

Re: RFQ #3075-17 Professional Architectural and Engineering Services for City of Venice Public Safety Facility

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

The following questions were received in writing:

Q. Is ADG excluded from competing in the A/E selection? -

A. No.

Q. May we have the FULL copy of ADG's study and program as well as a copy of any drawings or presentations made regarding this project?

A. Information provided by ADG was subsequently modified and the most current information is reflected in the documents provided as part of the RFQ.

Q. Who was the MEP consultant on ADG's team for the study phase?

A. This service was either performed 'in-house' or the Sub-Consultant was not identified by ADG.

Q. Who was the civil consultant on ADG's team for the study phase?

A. This service was either performed 'in-house' or the Sub-Consultant was not identified by ADG. The City has retained Kimley-Horn for initial site analysis and due diligence parameters.

Q. Who was the structural consultant on ADG's team for the study phase?

A. This service was either performed 'in-house' or the Sub-Consultant was not identified by ADG.

Q. Has a survey been done of the site and if so by who and may we have a copy?

A. Surveyor was Brigham/Allen Land Surveying. A copy is attached to this Addendum.

Q. What is the site/parcel id# and what is the site's specific address?

A. No "911" or street address has been assigned.

Q. Who is on the selection committee and what is their title and did they work with ADG in the study phase?

A. Per the RFQ, the Selection Committee will be a minimum three individuals from the City. These individuals are familiar with the ADG work product.

Q. How is location scored? Is there a predetermined scoring matrix that is provided to the selection committee that correlates mileage from site to proposers office location. (i.e. 5 points for located in Venice; 4 pts 60-180 miles away; 3 pts for in State of FL; etc.?

A. The Scoring Method is defined in the RFQ and addresses location. There are no points allocation guidelines for scoring relative to location.

Q. Please provide full definition of abbreviations found on last page of RFQ titled "Adjusted Space Requirements". For example: "CCC" found under Training Center; "ADG" found under City Data Center; "VPD" found under Total Project Summary

A. ADG-Architect's Design Group (identified as the source of the number included in the chart); CCC-City Command Center; VPD-Venice Police Department.

Q. Page 16, under Project team's professional qualifications and key personnel experience – Please clarify what is meant by "Client Manager". Is this the same as Project Manager?

A. The Consultant's primary individual responsible for interfacing with the Client.

Q. Within the Appendix, Exhibit A - Scope of Services, Exhibit B - Fees, and Exhibit D - Consultant's Submittal to RFQ 3075-17 pages are all blank. Is there supposed to be information for these exhibits?

A. These are Exhibits identified in the Draft Agreement for Consultant Services provided for reference, and will be incorporated into the Agreement after the Consultant is selected as part of the contracting process.

Q. Referencing the Required Response Format on page 19 of the RFQ, which tab should the project approach be included?

A. Additional information not identified under a specific Tab should be included in Tab 5.

Peter A. Boers
Procurement Department

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

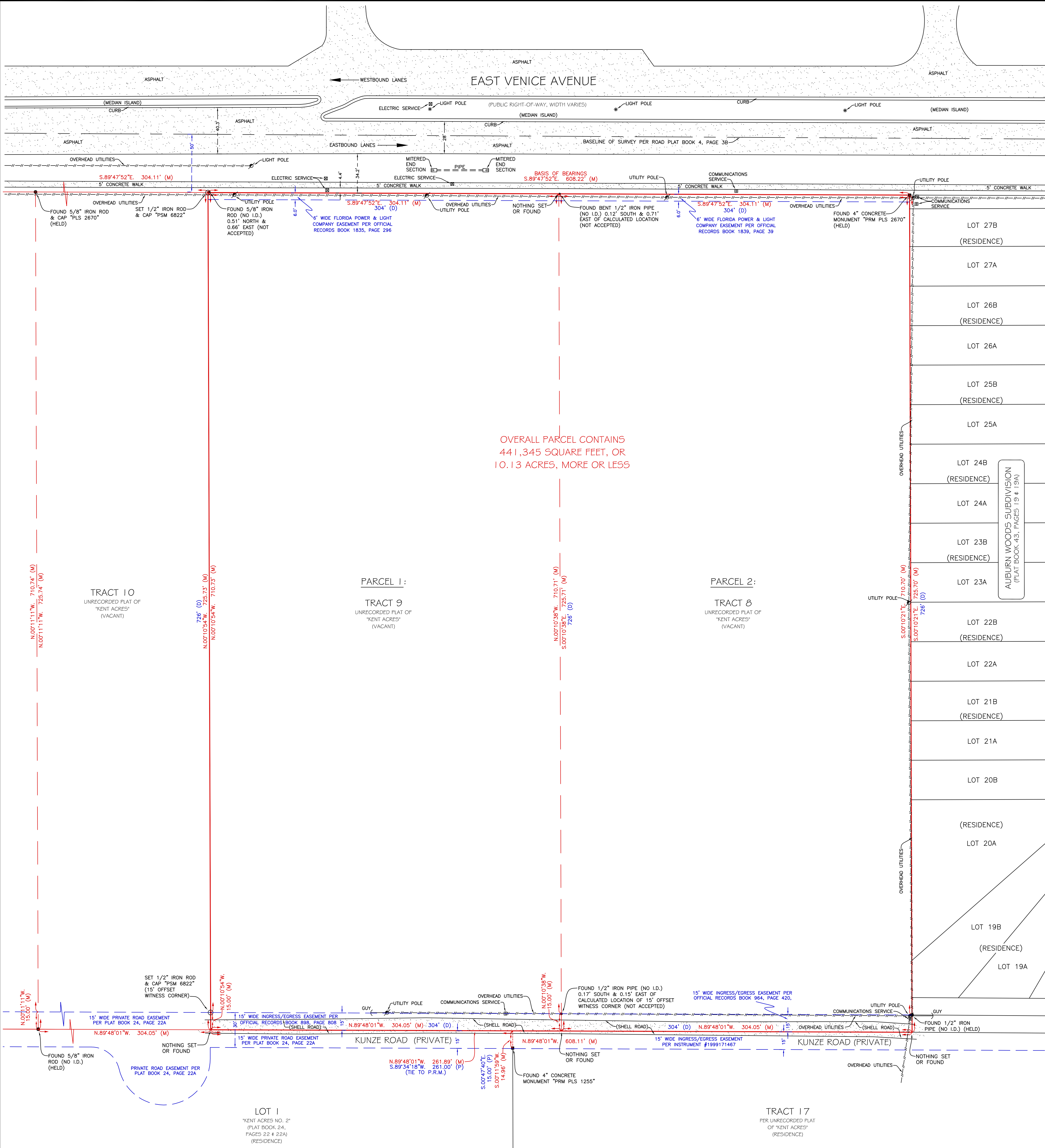
Receipt Acknowledged:

Signature

Company

Date

A copy of this addendum (excluding attachments) is to be included with the proposal response.



DESCRIPTION:

Parcel 1:
Tract 9 of the unrecorded Plat of KENT ACRES, more particularly described as follows:

The West 304 feet of the East 2,769 feet of the North 726 feet of that part of Section 9, Township 39 South, Range 19 East, Sarasota County, Florida, lying South of the existing right of way of Venice Avenue East, Sarasota County, Florida.

Parcel 2:
Tract 8 of the unrecorded Plat of KENT ACRES, more particularly described as follows:

The West 304 feet of the East 2,465 feet of the North 726 feet of that part of Section 9, Township 39 South, Range 19 East, Sarasota County, Florida, lying South of the existing right of way of Venice Avenue East, Sarasota County, Florida.

ABBREVIATIONS:

(P) = PLATTED DISTANCE, BEARING OR INFORMATION
(D) = DESCRIBED DISTANCE, BEARING OR INFORMATION
(M) = MEASURED DISTANCE, BEARING OR ANGLE
P.L.S. = PROFESSIONAL LAND SURVEYOR
L.B. = LICENSED BUSINESS
P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
P.K. = NAIL MANUFACTURED BY PARKER-KALON

CERTIFIED TO:

American Momentum Bank

Rock Development Group, LLC

Chicago Title Insurance Company

Hankin & Hankin

REVISED 07-15-15 CERTIFICATIONS

SURVEYOR'S NOTES:

1. THIS PLAT REPRESENTS A BOUNDARY SURVEY SHOWING VISIBLE IMPROVEMENTS OF THE DESCRIPTION INDICATED HEREON.
2. NO IMPROVEMENTS, OTHER THAN THOSE NOTED, ARE SHOWN ON THIS PLAT. IMPROVEMENTS SUCH AS, BUT NOT LIMITED TO, SUBSURFACE UTILITIES, FOUNDATIONS, TREES, SPRINKLER SYSTEMS, LANDSCAPE FEATURES, ETC., ARE NOT SHOWN UNLESS OTHERWISE NOTED.
3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY CHICAGO TITLE INSURANCE COMPANY, ORDER NUMBER "5097913", EFFECTIVE DATE JUNE 30, 2015 AT 5:00 P.M. NEITHER BRIGHAM/ALLEN LAND SURVEYING, NOR THIS SURVEYOR, HAS PERFORMED A TITLE SEARCH TO DETERMINE ANY OWNERSHIP OR EASEMENTS OF RECORD. THIS SURVEY IS SUBJECT TO ANY EASEMENTS, RIGHTS OF WAY AND OTHER MATTERS OF RECORD, WHICH ARE NOT SHOWN.
4. GOVERNMENTAL LANDS, JURISDICTIONAL LANDS OR LANDS OF SPECIAL ENVIRONMENTAL CONCERNS (SUCH AS WETLANDS, SURFACE WATER PROTECTION AREA, LISTED SPECIES ETC.) ARE NOT SHOWN UNLESS OTHERWISE NOTED.
5. THIS SURVEY IS NOT INTENDED TO BE PROOF OF OWNERSHIP AND IS NOT A GUARANTEE OR WARRANTY OF OWNERSHIP OF ANY KIND, AND SURVEYOR ACCEPTS NO LIABILITY FOR ANY COSTS OR DAMAGES ARISING IN THE DEFENSE, PROOF OF, OR LOSS OF OWNERSHIP OF ANY OR ALL OF THE LANDS SHOWN AND DESCRIBED ON THIS SURVEY.
6. BEARINGS SHOWN HEREON ARE ASSUMED, AND REFER TO THE NORTH LINE OF THE SUBJECT PROPERTY AS BEING S.89°47'52"E., BETWEEN THE TWO MONUMENTS DEFINING SAID LINE AS SHOWN HEREON.
7. PARCELS 1 AND 2 REFLECTED IN THE TITLE COMMITMENT ARE CONTIGUOUS, WITH NO GAPS OR HIATUS.

SURVEYOR'S CERTIFICATE

I hereby certify that a survey was made this day of the property as described and shown hereon, and that this survey and sketch are accurate and correct to the best of my knowledge and belief, and that this survey meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in chapter SJ-17, Florida Administrative Code, and pursuant to Section 472.07, Florida Statutes.

By: *Michael P. Allen*
Michael P. Allen
Registered Surveyor and Mapper No. 6822
State of Florida

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Title: BOUNDARY SURVEY

Prepared for: ROCK DEVELOPMENT GROUP, LLC

Certified to: (SEE ABOVE)

Sketch No. 870218

Scale: 1"=40'

Field Book: 8

Page: 72 (TL)

Drawn By: JOHN STRAND

Checked By: MIKE ALLEN

Brigham/Allen Land Surveying

L.B. Number 7898

807 U.S. Highway 41 Bypass South

Suite E - Venice, Florida 34285

Phone: (941) 493-4430

Fax: (800) 447-7402

Email: brighamallensurveying@gmail.com

