



CITY OF VENICE, FLORIDA

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

Request for Proposals

RFP Number 3144-23

Date of Issue: January 21, 2023

Submission Deadline: February 22, 2023

Title and Purpose of RFP:

**Continuing Contract for Scheduled and Emergency Repairs
for City of Venice Infrastructure**

CITY OF VENICE, FLORIDA
REQUEST FOR PROPOSALS

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

RFP NUMBER: 3144-23

RFP TITLE: Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure

PROJECT DESCRIPTION: The City owns and operates utilities infrastructure that includes, but is not limited to, potable water distribution, sewer collection/transmission with future vacuum, and reclaimed distribution/transmission systems. The City owns and operates a water treatment plant, elevated storage tanks and future booster pumping stations and a water reclamation facility. Additionally, the City owns and operates, sewer lift stations, water and sewer main line valves, water and sewer air release valves, raw water mains and supply wells, and other miscellaneous utility appurtenances. The water, sewer and reclaimed water mains are made from cast iron, asbestos cement, ductile iron, HDPE, clay, and PVC. The gravity sewer system has both brick and precast manholes.

RFP SUBMITTAL DEADLINE DATE & TIME: Wednesday, February 22, 2023, at 2:00 PM

PRE-PROPOSAL CONFERENCE: **NO**

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

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

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

Qualified firms are invited to deliver one (1) original, three (3) copies, and one (1) electronic version of the response package using the forms provided in a sealed envelope marked **"SEALED REQUEST FOR PROPOSALS, RFP # 3144-23** Continuing Contract for Scheduled and Emergency Repairs for City of Venice Infrastructure, and delivered to the City of Venice, Procurement- Finance Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for proposals received after 2:00 P.M., on February 22, 2023, or at any office or location other than that specified

herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be Friday, February 10, 2023 by 1:00 P.M.**

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

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

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

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

CITY OF VENICE, FLORIDA

Peter A. Boers, Procurement Department

PUBLISH:

Saturday, January 21, 2023

Wednesday, January 25, 2023

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SECTION 1: GENERAL CONDITIONS

DEFINED TERMS

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

1. OFFEROR REGISTRATION:

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

2. CONTACT:

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

3. ADDENDA AND INQUIRIES:

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

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

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

4. PUBLIC OPENING:

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

5. DELAYS:

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

6. PROPOSAL SUBMISSION AND WITHDRAWAL:

6.1 Address to send submittal:
Procurement- Finance Department
City of Venice
401 W. Venice Ave, Room # 204.
Venice, FL 34285

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

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

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

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

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

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

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

7. PRICES, TERMS AND PAYMENT:

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

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

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

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

8. CONDITION AND PRICING:

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

9. SAFETY STANDARDS:

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

10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:

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

11. DELIVERY:

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

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

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

13. SUBMITTAL PREPARATION COST:

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

14. ACCURACY OF SUBMITTAL INFORMATION:

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

15. LICENSES:

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

16. LOCAL PREFERENCE:

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

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

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

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

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

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

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

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

17. POSTING OF NOTICE OF INTENT:

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

18. PUBLIC RECORDS/TABULATION:

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

their Internet Website at <http://www.demandstar.com/>.

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

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

19. RESERVED RIGHTS:

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

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

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

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

20. INSURANCE:

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

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

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

The City of Venice

401 W. Venice Avenue

Venice, FL 34285

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

20.4 Required Coverage

a. **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

b. **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.

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

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

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

20.5 Policy Form:

a. All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

b. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

c. Each insurance policy required by this Contract shall:

(1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

(2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.

d. The City shall retain the right to review, at any time, coverage form, and amount of insurance.

e. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.

f. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.

g. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting

period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

h. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

i. Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.

j. All property losses shall be payable to, and adjusted with the city

k. The City may increase or decrease the coverage and coverage limits required of the contractor by change order.

21. INDEMNIFICATION/HOLD HARMLESS:

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

22. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT :

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

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

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

23. GRATUITIES AND KICKBACKS:

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

matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

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

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

24. EQUAL EMPLOYMENT OPPORTUNITY:

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

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

25.1 The City encourages DBE firms to compete for CITY professional services projects, and also encourages non-DBE Contractors to use DBE firms as sub-contractors. However, use of DBE sub-contractors is not mandatory and no preference points will be given in the selection process for DBE participation. Contractors are required indicate their intention regarding DBE participation in the DBE Participation Statement contained in the Appendix to this Request for Proposal and to submit that statement with their technical proposal.

25.2 Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the City in this endeavor, Contractors are requested to submit the Bidder's Opportunity List contained in the Appendix to this Request for Proposal with their technical proposal. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding this project. However, any firm previously shown on such a list need not be included.

25.3 Contractor Affidavits: The Contractor shall submit all forms provided in Appendix.

25.4 The Certification Regarding Debarment and Truth-In-Negotiations Certification shall be executed by an officer of the firm, associates or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

25.5 The Certification for Disclosure of Lobbying Activities form shall be submitted by the proposed Prime Contractor and Sub-contractors. If a Standard Form-LL has previously been submitted to a government agency and there has been no material change, a copy of the previous submission is sufficient.

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

26. TERMS FOR FEDERAL AID CONTRACTS:

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

26.1 It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans specifications, maps data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

26.2 It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.

26.3 COMPLIANCE WITH REGULATIONS: The Contractor shall comply with the regulations of the U.S. Department of Transportation

relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.

26.4 **NONDISCRIMINATION:** The Contractor, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of Sub-Offenders, including procurements of material, and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.

26.5 **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations made by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Sub-Offender, supplier or lessor shall be notified by a Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color religion, sex or national origin.

26.6 **INFORMATION AND REPORTS:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall certify to the Department, or the U.S. Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

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

1. withholding of payments to the Contractor under the contract until the Contractor complies and/or
2. cancellation, termination or suspensions of the Contract, in whole or in part.

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

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

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

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

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

26.13 The Department hereby certifies that neither the Contractor nor the Contractor's representative have been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

A. employ or retain, or agree to employ or retain, any firm or person, or

B. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

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

26.15 The Contractor hereby certified that it has not:

A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Offeror) to solicit or secure this contract;

B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

C. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Offeror) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

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

27. CONFLICT OF INTEREST:

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

October 1, 1975.

Qualification for elective office.

Appointment to public office.

Beginning public employment

28. DRUG FREE WORKPLACE:

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

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

29. APPLICABLE LAWS:

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

30. COMPETENT PERSONNEL:

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

31. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

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

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

32. SPECIFICATIONS:

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

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

33. CANCELLATION CLAUSE:

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

34. ACCEPTING CONTENT OF PROPOSAL:

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

manner as requested in the "Submittal Format and Requirements" section of this solicitation.

35. TAXES:

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

36. ASSIGNMENT:

36.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

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

37. SOLICITATION FORMS:

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

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

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

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

38.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City. Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.

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

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

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

1. CIVIL RIGHTS:

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

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

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

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

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

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

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

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

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

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

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

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

2. BID PROTESTS:

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

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

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

40.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt. 40.4 Upon timely receipt of the formal written protest and protest bond, the City must:

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

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

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

3. FEDERAL COMPLIANCE - CONTRACTOR shall comply with the following Federal requirement as they apply to:

41.1. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL - The CONTRACTOR shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

41.2. CLEAN AIR ACT—(41 U.S.C. 7401-7671q) AND THE FEDERAL WATER POLLUTION CONTROL ACT (U.S.C. 1251-1387), AS AMENDED - Contracts and subgrants in excess of \$150,000 must contain a provision that require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7402-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

41.3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708) - All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

41.4. COPELAND ANTI-KICKBACK ACT - The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

41.5. COPYRIGHTS - The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

41.6. DISADVANTAGE BUSINESS ENTERPRISES (DBE) CONTRACTORS CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS - The CONTRACTOR agrees to ensure that Disadvantage Business Enterprises have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, CONTRACTOR shall take all necessary and

reasonable steps in accordance with 2 C.F.R., Part 200.321, as amended, to ensure that ~~the~~ Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts.

Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

41.7. ENERGY POLICY AND CONSERVATION ACT - The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

41.8. EQUAL EMPLOYMENT OPPORTUNITY - The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed

the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the

compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(9) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(10) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(11) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

41.9. REPORTING

i. Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally owned property report.

ii. Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

41.10. SAFETY COMPLIANCE. It shall be the CONTRACTOR's sole responsibility to comply with all City, Local, State and Federal rules and regulations while performing work for the City, which include all FEMA and OSHA protocols relating to safety equipment and procedures. These regulations include but are not limited to: safe working environment for properly constructed and maintained monitory towers, debris management site operations, debris pick up, debris transportation.

41.11. PROCURMENT OF RECOVERED MATERIALS – The CONTRACTOR must comply with Section 6002 of the Solid Waste

Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials defined in the EPA guidelines.

41.12. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689) – Any contracts awarded (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System of Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement the Executive Orders 12549 (3 CFR par 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

41.13. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as amended)– Contractors who apply or bid for an award \$100,000 or more shall file the required certification. Each tier certifies to the tier

above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer of employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

41.14. Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for sanction and penalties as appropriate.

The Contractor acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

END OF SECTION

SECTION 2: SCOPE OF SERVICES

2.0 BACKGROUND INFORMATION

The City's owns and operates utilities infrastructure that includes, but is not limited to, potable water distribution, sewer collection/transmission with future vacuum, and reclaimed distribution/transmission systems. The City owns and operates a water treatment plant, elevated storage tanks and future booster pumping stations and a water reclamation facility. Additionally, the City owns and operates, sewer lift stations, water and sewer main line valves, water and sewer air release valves, raw water mains and supply wells, and other miscellaneous utility appurtenances. The water, sewer and reclaimed water mains are made from cast iron, asbestos cement, ductile iron, HDPE, clay, and PVC. The gravity sewer system has both brick and precast manholes.

2.1 SERVICES OF THE CONTRACTOR

The work under this contract will be on an as-needed basis. Individual work will be authorized by issuance of a Purchase Order.

Scheduled and emergency construction work of the City's utility infrastructure that shall be performed by the Contractor may include, but not be limited to, the following:

- A. Installation, repair, replacement, relocation, and maintenance of potable water mains, sewer gravity mains, sewer force mains, sewer vacuum mains, reclaimed water mains, services, laterals, fire hydrants, and valves; performance of ancillary services such as excavating trenches, providing suitable backfill material, and site restoration.
- B. The Contractor shall provide all expertise, labor, equipment, materials (pipe, fittings, tees, meters, valves, fire hydrants, etc.) necessary to satisfactorily complete both scheduled and emergency repairs and installations of the City's utility infrastructure to the acceptability of City.
- C. The work under this contract will be on an as-needed basis.
- D. **Scheduled Work.** Tasks associated with schedule work assignments will typically be identified by the City in advance and are to be performed on an ongoing basis to meet the utility renewal and replacement needs of the City. Contractors must commence work within two weeks of City approval for such scheduled work and complete all work tasks within the schedule identified in the Scope of Work. Contractor shall provide a work schedule within 5 days of City notice.
- E. **Emergency Work.** Contractors must respond within 20 minutes and commence work within one (1) hour of notification by the City's representative for emergency work. The Contractor shall be allotted up to 10% markup on labor and equipment as identified in the approved Fee Schedule for City identified Emergency Work.

Contractor will furnish or obtain from others Additional Services as needed. These services may include but are not necessarily limited to, the following:

- A. Specialized subcontractors working under the Contractor to perform such work requiring specialized equipment or services not included in the Fee Schedule such as: Florida registered surveyor, pipe bursting, asphalt, concrete, landscape installation, density testing, bacteriological testing, etc.

- B. During the utility work, there is the possibility of additional assignments, such as stormwater, that may involve coordination other City departments.

2.2 APPLICABLE STANDARDS AND REQUIREMENTS

Using Federal, State, County, and City standards as guidelines, all work shall be performed in full accordance with all applicable rules, laws, codes, ordinances, and regulations, using the latest editions and versions including, but not limited to, the following:

- 1) Rules and regulations pertaining to water, sewer (wastewater) and reclaimed water spill prevention, containment and mitigation
- 2) Florida Department of Environmental Protection (FDEP) rules and regulations
- 3) National Pollutant Discharge Elimination System (NPDES, 40 CFR part 122)
- 4) Florida Department of Transportation (FDOT) Standard Specifications
- 5) Florida Building Code
- 6) Florida Trench Safety Act (F.S. Title XXXIII, PART III, F.S. Chapter 553.60-553.64)
- 7) Underground Facility Damage Prevention and Safety Act (F.S. XXXIII Chapter 556)
- 8) American Water Works Association (AWWA)
- 9) American National Standards Institute (ANSI)
- 10) Occupational Health and Safety Act (OSHA)
- 11) City of Venice Standard Details, General Notes and Testing Requirements
<https://www.venicegov.com/services/utilities/standard-details>
- 12) American Society for Testing and Materials (ASTM)
- 13) City of Venice, Code of Ordinances Land Development Regulations
- 14) National Plumbing Code
- 15) National Building Code (NBC)
- 16) National Fire Protection Association (NFPA)

A. CONTRACTOR

- 1) The successful contractor shall possess Florida General Contractor and Utility Licenses. Additional licensing may be required including Class V Fire Protection, and backflow testing repair and certification.

B. TECHNICIANS AND EQUIPMENT OPERATORS

- 1) Contractor's employees shall have the ability (including possessing the required license(s)) to operate both large and standard size equipment, including excavators, crane trucks, and other heavy machinery.

C. PERMITS

- 1) If permits are required for a project, the Contractor shall be responsible for obtaining advanced written pre-approval from the City for all necessary permits from the City. The

Contractor shall be reimbursed for the total cost of the permitting and provide supporting documentation.

- 2) Upon completion of any work requiring a permit, the Contractor shall provide evidence the work was approved by the regulatory authorities and completed.

D. LOCATES

- 1) The Contractor is responsible for initiating locate requests through Sunshine 811 per Underground Facility Damage Prevention and Safety Act F.S. 556 F.S. Contractor to locate and mark the underground facilities prior to commencing work.

E. AUDIO-VIDEO RECORDINGS AND PHOTOGRAPHS (recordings)

- 1) The Contractor shall take audio-video recordings or photographs to document existing conditions of the proposed work areas during times of good visibility. Contractor shall submit the recordings to the City prior to commencing work, and upon completion if requested.

F. MAINTENANCE OF TRAFFIC (MOT)

- 1) The Contractor shall execute MOT in accordance with FDOT Roadway and Traffic Design Standards when working within the State and County rights-of-way and/or the ability to obtain required permits when applicable.

G. EQUIPMENT

- 1) All trip charges, mileage, vehicle charges, and travel time shall be considered incidental of the project and only time on the job site may be charged.
- 2) Equipment sitting idle on the job site shall not be considered billable. Only equipment actively operating for the completion of services shall be considered for billing purposes.

H. MATERIALS

- 1) The City reserves the right to provide materials to the Contractor for any or all work performed.
- 2) The Contractor's pay applications shall include backup from all suppliers that clearly shows the manufacturer's part number, description, and cost. The Contractor will submit with their pay applications invoices from suppliers and other trade partners for the purpose of verifying materials associated with the costs.

I. BEST MANAGEMENT PRACTICES (BMPs)

- 1) Contractor shall provide and maintain effective erosion control measures for the entire duration of the construction process. Control measures must be adequate to ensure full compliance with the requirements of all applicable jurisdictional agencies and, when applicable, the EPA-NPDES general permit for stormwater discharges and the stormwater pollution prevention plan developed for the project.
- 2) Open trenches shall not be allowed during non-working hours.

J. RESTORATION

- 1) The Contractor shall restore disturbed areas progressively as the work continues. Final restoration to be completed within 30 days of work completion in that area.
- 2) It is the Contractor's responsibility to assure all construction sites and affected adjacent areas are restored to a condition equal to, or better than, existing conditions. All restoration is subject to the approval of the City and when applicable, the Property Owner.
- 3) Concrete, road base and asphalt restoration for sidewalks, curbs, drives, parking areas and proper compaction of all excavations under public roadways shall be per area of having jurisdictional standards or matching existing, whichever is better. The Contractor shall submit documentation showing the proper density testing was performed by a certified testing company in accordance with the applicable jurisdiction's requirements.

K. DEBRIS, WATER, AND CHEMICAL REMOVAL AND LANDFILL DISPOSAL

- 1) During the progress of the work the Contractor shall, at all times, keep the site of the work areas and adjacent premises free from waste material, debris, rubbish, or any type of debris resulting from the construction and the contractor's personnel and their subcontractors. Upon completion of the work all equipment, excess materials, etc., shall be removed from the project site as soon as is practicable.

L. MATERIAL UNCOVERED DURING CONSTRUCTION

- 1) If a potentially hazardous substance is discovered during the performance of services, the Contractor shall cease work immediately and inform the City's representative.
- 2) The Contractor shall take all measures to prevent the release of the material to the environment and protect all onsite workers and the general public from the potential exposure. During the course of substance containment or evacuation of site personnel, the Contractor shall protect onsite workers, non-workers and the general public from contact with or exposure to the contaminated substance or materials and shall contain or abate the spread of the material.

2.3 CONTRACTOR RESPONSIBILITIES

- A. Every Contractor's crew must have at least one employee on site that can effectively communicate in English with City staff and the public.
- B. Contractor will coordinate work so that there is minimal to no interruption to the customers and public at any location.
- C. **Bonding Requirements.** No Bid Bond or Payment and Performance (P&P) Bonds will be required unless the individual project exceeds \$250,000. Contractor shall be reimbursed for the actual cost of P&P Bonds.

END OF SECTION TWO

SECTION 3: SELECTION PROCESS

3.0 RFP SELECTION PROCEDURES

- A. **Selection Process.** A Selection Committee will review all responses to the RFP. The Selection Committee may hear presentations by the Contractors and rank the Contractors. Negotiations with the top ranked Contractors will begin.
- B. The following steps will be followed in the selection process:
- a. The Procurement Manager will review all the qualification packages that are received by the submittal deadline and determine which are considered as responsive to the RFP.
 - b. The Selection Committee will meet to review, discuss, and independently score the responses in a publicly advertised meeting using the selection criteria table herein.
 - c. The Selection Committee will shortlist the responsive proposals and may interview the shortlisted proposals before selecting the contractors with responsive proposals.
 - d. The Selection Committee will recommend the contractors for contract approval.
- C. **Selection Committee.** The City reserves the right to increase or decrease the number of individuals that are members of the Selection Committee or replace individuals as needed in order to assure meeting the schedule. No less than three (3) individuals will be evaluating the RFPs received. However, if a conflict in schedule causes a change in personnel, the City reserves the right to proceed without that individual.
- D. **Scoring Method.** The scoring method for the RFP will be based on the Required Response Format of the submittal. There will be no points given to the letter of interest.

SECTION	SELECTION CRITERIA	WEIGHT
1	Letter of Interest	0%
2	Contractor's team, key personnel and resumes with at least past 10 years' experience included	30%
3	Contractor experience within the last 10 years with local Florida governments and projects of a similar nature	40%
4	Fee Schedule	20%
5	Local Preference	10%

To determine the relative ability of each Contractor for providing the required services, the City shall consider as a minimum the criteria given below.

1) 0% Letter of Interest

A letter of interest that includes a statement if the Contractor would like to be considered for Emergency Work.

2) 30% Contractor's team, key personnel and resumes with at least past 10 years' experience included

This section requires an organizational chart and resumes for key personnel that details qualifications and past experience as it relates to projects similar in nature to the RFP scope and work performed for governments of a similar size to the City.

Higher points will be given where Contractor's key personnel experience includes experience with a wide range of water, wastewater, and reclaimed water projects.

3) 40% Contractor's experience within the last 10 years with local Florida governments and projects of a similar nature

This section requires projects listed with the scope of work summarized for each, including additional work as a result of a change order. Higher value will be given for projects where the work experience and qualifications of the contractor correlates directly with projects similar in nature to the RFP scope and work performed for governments of a similar size to the City.

A specific reference of contact should be provided to allow the City to verify the work performed for each project listed. Contractors should anticipate that these references will be called and that the responses to these references may affect the awarding of points in this category.

4) 20% Fee Schedule

This section requires completion of the Fee Schedule provided to identify the cost of the successful Contractor would charge for the projects. If the Contractor is not going to be submitting on some of the work items, list the item as N/A. Additional lines have been provided for any equipment that the Contractor determines is important for the RFP.

5) 10% Local Preference

D. Other Considerations. The City will allow an Additional Consideration Section for the Contractors to present any other relevant information that they believe should be considered during the qualifications shortlisting process. This information can include work approaches, value engineering and cost saving approaches, recommendation letters, color photos, or any other type of information the Contractor would like to include.

- E. **Notification.** Subsequent to selection and approval by the City, all respondents to this solicitation will be notified via Demandstar regarding the selection of the Contractors.
- F. **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.
- G. **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 Proposals or parts thereof, when considered by it to be in the best interest of the City.

END OF SECTION THREE

SECTION 4: SUBMISSION DETAILS

4.0 REQUEST FOR PROPOSALS (RFP) RESPONSE & PROCEDURES

A. **Submittal Requirements.** Contractors interested in being considered for this selection must submit one (1) original and three (3) copies as well as an electronic copy via USB drive or CD, of the Response Package using the forms provided. No electronic submittals of drawings or design concepts will be accepted. The Proposal 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.

All submittals are to be on 8 ½” x 11” paper or, if 11” x 17” documents are required, they are to be folded to 8 ½” x 11” size. Submittal shall be limited to 25 pages single sided. The Letter of Interest, resumes, and examples of work are included in the 25-page limit. The page limit does not include pages with no submittal text on them (e.g. cover page, tabs, dividers, table of content) and required forms. Exceeding the page limit may result in disqualification. Submittals should be stapled together or bound with plastic or metal spiral or comb binding. Submittals in 3-ring binders, 1-inch or larger will also be accepted. All submittals will require a table of contents and page numbers.

B. **Response Due Date.** Proposals are due no later than the date provided in the Request for Proposals.

Submittals are to be delivered to:

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

C. **Required Response Format**

- | | |
|-----------|---|
| Section 1 | Letter of Interest that includes if the Contractor wants to be considered for Emergency Work |
| Section 2 | Contractor’s team key personnel and resumes with at least past 10 years' experience included |
| Section 3 | Contractor’s team experience within the last 10 years with local Florida governments and projects of a similar nature |
| Section 4 | Required Forms, Certificate of Insurance, and Fee Schedule |

- D. **Questions during RFP Phase.** Questions must be submitted in writing to pboers@venicefl.gov or by fax to (941) 486-2790, Attn: Peter Boers, Purchasing Manager, for the City's consideration no later than 1:00 p.m. on February 10, 2023. Responses will be provided in writing by and posted on www.demandstar.com for download and will also be available through the Purchasing office.
- E. **Litigation Statement.** Contractors shall verify in writing that they have not been sued by or taken legal action against the City within the last 5 years. If either event has occurred, the Contractor is to provide documentation describing events.
- F. **Drug Free Workplace Act.** Contractors shall certify in writing to the City that they have established a drug free workplace.
- G. **Conflict of Interest Statement.** Contractor verifies absence of or identifies upfront any potential conflicts of interest.
- H. **Public Entities Crimes (FS 287.133).** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Design Firm under a contract with any public entity, and may not transact business with any public entity in excess of twenty-five thousand dollars (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list.
- I. **Required Forms.** Each respondent shall submit the required information form:
- Certificate(s) of Insurance
 - Qualifications Statement
 - Project Team
 - 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
 - E-Verification Certificate
 - Local Preference Checklist
 - Fee Schedule

All Required forms are included in this RFP except for the Certificate(s) of Insurance.

**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: _____

PRINCIPAL OFFICE: _____

ADDRESS OF CONTRACTOR'S YARD: _____

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.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, as President of _____, **by means**
of physical presence or online notarization, who is personally known to me or who produced
_____ as identification.

Notary Public
Print Name: _____
My Commission Expires:

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 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-Consultant, 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 287.017, 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 RFP 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 RFPs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your 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 RFP, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this 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, _____, 2023.

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 _____, 2023.

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 Contractor has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

OR

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

CHECK ONE

- The undersigned Contractor has had no litigation adjudicated against the Contractor 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 Contractor, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the Contractor 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, Contractor, 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, Contractor, 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 FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as President of _____, **by means of physical presence or online notarization**, who is personally known to me or who produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

E-VERIFICATION CERTIFICATION

The Contractor acknowledges and agrees to the following:

The Contractor certifies, by submission of this proposal or acceptance of this contract, that the Contractor:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and

2. Shall expressly require any sub-consultants performing work or providing services pursuant to the state contract to likewise use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-consultant during the contract term.

Further information can be found at the following website: <http://www.uscis.gov/e-verify>.

Contractor Name

Name of Authorized Individual

Authorized Signature

Authorized Signature Date

“LOCAL PREFERENCE” DETERMINATION

The following questions will help you determine local preference for your company. Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.
ONLY if you answer **YES** to questions 1 through 4, may you proceed to question 5.
If you answer **YES** to any questions 5 and 6, local preference applies.
If you are unsure of how to answer any questions, please contact the City of Venice’s Purchasing Department at 941-486-2626.

Questions 1 – 4

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

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

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

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

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

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

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

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

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

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

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

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

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

Questions 5 – 6

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

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

NO If "no", proceed to question 6.

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location AND does at least one corporate officer, managing partner or principal owner of your company reside in Sarasota, Manatee, DeSoto or Charlotte County?

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

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

EEE SCHEDULE

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE ⁽¹⁾
PERMITTING			
1	Permit Allowance	Cost	Reimbursed at Cost
LABOR			
2	Estimator	Hour	
3	Expeditor	Hour	
4	Foreman	Hour	
5	Equipment Operator	Hour	
6	Truck Driver	Hour	
7	Laborer	Hour	
8	Skilled Laborer	Hour	
9	Certified Welder	Hour	
10	Emergency Repair Markup – Not to Exceed 10%	Percentage	
AUDIO-VIDEO RECORDING			
11	Audio-Video Recording	Per Job	
MAINTENANCE OF TRAFFIC			
12	Maintenance of Traffic Allowance	Cost	Reimbursed at Cost
EQUIPMENT ⁽²⁾			
13	Equipment Truck	Hour	
14	Trailer	Hour	
15	Tanker Trailer with Tractor	Hour	
16	Grade Tractor	Hour	
17	Lowboy with Tractor	Hour	
18	Single Axle Transport	Hour	
19	Tandem Axle Transport	Hour	
20	Tri-Axle Axle Transport	Hour	
21	Tandem Axle Dump Truck	Hour	
22	Tri-Axle Dump Truck	Hour	
23	Tractor with Street Broom	Hour	
24	Small Loader	Hour	
25	Large Loader	Hour	
26	Auger Truck (pole)	Hour	
27	Dozer	Hour	
28	Skid Loader	Hour	
29	Light Tower	Hour	
30	Cement Mixer	Hour	

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31	Air Compressor with Jack Hammer and Hoses	Hour	
32	Trench Box	Hour	

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
EQUIPMENT (Continued) ⁽²⁾			
33	Temporary Concrete Barrier Walls (set up and delivery included)	Hour	
34	Crossing Plate 4' X 4'	Hour	
35	Crossing Plate 8' X 12'	Hour	
36	Chain Saw	Hour	
37	Cut off Saw (pipe saw)	Hour	
38	Street Saw (self-propelled)	Hour	
39	Pipe Laser	Hour	
40	Pipe Tapping Machine	Hour	
41	3.5 KW Generator	Hour	
42	5 KW Generator	Hour	
43	25 KW Generator	Hour	
44	Compactor	Hour	
45	Roller	Hour	
46	Milling Machine	Hour	
47	Well Pointing Equipment	Hour	
48	Hand Test Pump	Hour	
49	Test Pump	Hour	
50	Jet Pump	Hour	
51	3" Pump with Hoses	Hour	
52	4" Double Diaphragm Pump with Hoses	Hour	
53	4" Vacuum Pump with Hoses	Hour	
54	6" Vacuum Pump with Hoses	Hour	
55	8" Hydraulic Pump with Hoses	Hour	
56	Pumper Truck	Hour	
57	Water Tank Truck (3,000 gallon)	Hour	
58	Jetter Vacuum Truck (16 yards)	Hour	
59	Tracked Hydraulic Excavator: Compact HP 25-30 gross, Digging Reach 15', Operating Weight 3,500 lbs. with front grading blade	Hour	
60	Tracked Hydraulic Excavator: Light HP 50 gross, Digging Reach 18', Operating Weight 18,000 lbs. with front grading blade	Hour	
61	Tracked Hydraulic Excavator: Medium HP 92 gross, Digging Reach 25', Operating Weight 32,000 lbs. with front grading blade	Hour	
62	Tracked Hydraulic Excavator: Large	Hour	

63	Rubber Tire Backhoe Loader: 4WD HP 83 gross, Front Loader Capacity 5,000 lbs., Operating Weight 14,500 lbs., Backhoe Bucket Capacity 1 cubic yard, Digging Depth 14'	Hour	
64			

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
EQUIPMENT (Continued) ⁽²⁾			
65			
66			
67			
68			
SUBCONTRACTOR AND MATERIALS			
69	Subcontractor – Not to Exceed 10%	Percentage	
70	Materials Markup – Not to Exceed 10%	Percentage	

Notes:

- Any line items that the Contractor does not want to be considered for can be indicated with an N/A for the Unit Price.
- Blank line items can be filled in by the Contractor if the Contractor deems it necessary for any job.

END OF SECTION FOUR