

## CITY OF VENICE, FLORIDA

**NOTICE IS HEREBY GIVEN** that the City of Venice invites and will receive applications from qualified individuals to perform the following service, which is described in detail in the Request for Applications.

**SOLICITATION NUMBER: RFP 3066-17**

**TITLE: VENICE FARMER'S MARKET MANAGER**

**PROJECT DESCRIPTION:** This application is for a Farmer's Market Manager who will enforce the rules and regulations, and provide services for the Farmer's Market that occurs on a weekly basis, from 8:00 A.M. to Noon every Saturday morning. The application and permit shall be for a period of one year with annual renewal provisions.

**REQUIREMENTS:** Five (5) reference letters, letters of intent from a minimum of fifteen (15) vendors, and any other documents required by the Request For Proposal.(RFP)

**SUBMITTAL DEADLINE:** Tuesday, June 20, 2017 at 2:00 PM.

The City of Venice (City) is accepting applications for the Farmer's Market Manager and will award a one-year license agreement to the applicant that the City finds, in its sole discretion, best meets the needs of the City.

RFP documents are available by calling the city at 941-486-2626 or online at [www.venicegov.com](http://www.venicegov.com). Applicants may also pick up documents at the City of Venice Purchasing Department, Room 204, 401 West Venice Ave., Venice Florida 34285.

All applicants should ensure that the application is complete and accurate. The City may require additional information or data from any of the applicants.

Qualified applicants are invited to deliver three copies of their application, in a sealed envelope marked: "**Venice Farmer's Market Manager**", and delivered to the City of Venice Purchasing Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for applications received after the due date, or at any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late applications will be held unopened and will not be considered for award.

All questions, comments, or concerns about this application must be submitted in writing to Mr. Peter Boers, Procurement Manager, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285 or e-mail [pboers@venicegov.com](mailto:pboers@venicegov.com) . 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 City reserves the right to accept or reject any and/or all applications, 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 award the permit to a responsible applicant submitting a responsive application, with a resulting agreement which is most advantageous and in the best interests of the City.

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

Applicants shall not contact or solicit any City Council member, City employee, or official regarding this application during any phase of this application process. Failure to comply with this provision may result in disqualification of the applicant, at the option of the City. Only that individual listed, as the contact person in this Notice Shall be contacted.

CITY OF VENICE, FLORIDA

Peter Boers, Procurement Manager

Publish May 27, 2017

May 31, 2017

## **REQUEST FOR PROPOSALS**

### **MARKET MANAGER FOR VENICE FARMER'S MARKET**

Legal Notice is hereby given that Letters of Interest must be received at the City of Venice, 401 W. Venice Avenue, Venice, Florida by June 20, 2017 at 2:00 PM. Please note that submittals must be in an envelope, addressed to City of Venice, ATTN: Finance/Procurement, 401 W. Venice Avenue, Venice, Florida, 34285 and marked as: **PROPOSAL FOR VENICE FARMER'S MARKET MANAGER.**

#### **Introduction:**

The City of Venice is currently seeking a qualified individual or entity (MANAGER) interested in operating the Venice Farmer's Market on Tampa Ave. between Nokomis & Nassau every Saturday morning year-round. (Summer Hours May thru December: 8am until Noon, Winter Hours January thru April: 8am until 1:00pm).

With the advent of the citywide road restoration project, physical disruption will occur in the downtown area. The preliminary schedule calls for road construction work to begin in the downtown area April 2018 and extend through November 2018. The Farmers Market will be displaced with the planned reconstruction of downtown streets to an alternate location at the beginning of the construction and may be moved to a new permanent location at the discretion of the City.

#### **Background:**

Every Saturday Morning, local Farmers, Fishermen, Craftsmen, Bakers, Artists, and others gather at the Venice Farmer's Market located in the heart of historic downtown Venice, Florida. It's a weekly celebration of the best of Venice where you can get fresh seasonal Florida fruits and vegetables direct from area farms. You won't find any fresher shrimp or seafood. There are incredible tasty homemade baked goods, crafts, soaps, flowers, plants, locally roasted coffee, gourmet foods, homemade pet treats and more.

#### **Scope of Operation and Management of the Farmer's Market:**

The Mission of the Venice Farmer's Market is to provide healthy fresh produce, improve local food security, support the entrepreneurial efforts of local vendors and businesses, support local farmers, and promote a sense of community. The market encourages direct communication between consumers, resellers, and growers, fosters social gathering and community building, and promotes nutritious food choices.

The MANAGER shall have the exclusive right to arrange for and conduct the sale of goods within the leased premises. However, the Venice Farmer's Market shall not be operated as a flea market, a site for entertainment or a dining area. Whether or not for the purpose of attending the Farmer's Market, both public parking spaces and pedestrian access shall not be prohibited on the leased premises. The Farmer's Market is required to coordinate parking with the City and all other entities that are permitted to conduct special events on the days the Market is in session.

The Venice Farmer's Market also shall maintain a Web page advising attendees and operators of hours of operations, rules and regulations, which is updated regularly by the leasing MANAGER or subcontractor.

**MANAGER Qualification Requirements:**

Experience, education and training must clearly demonstrate competence, and the competence of any of the vendors, in operating a Farmer's Market. The MANAGER shall also show competence in operating a market focused on local produce and organics, and a market sensitive to the natural environment. The MANAGER shall be able to manage the Farmer's Market in the space provided with approximately 30 - 45 vendors.

The MANAGER's management skills must include supervision, scheduling and coordination of the vendors and the general public. This also includes coordination of set up, parking and clean up processes. The MANAGER shall be able to clean the leased area, to its previous state by 2:30 p.m. on Saturdays. The MANAGER shall be familiar with the City's Special Event process. Communication with subcontracting vendors, the City and the public attendees is essential. The MANAGERS must be a self-starter with proven developmental abilities.

Experience in operating special events or a farmer's market previously is strongly preferred.

For the duration of the contract, the MANAGER and assistants/substitutes must keep current all insurance required by the contract with the City, including but not limited to liability insurance.

The MANAGER and their substitute(s) or designee(s) must submit to and pass a criminal background check.

**Rent:**

City Council has adopted a fee schedule for the use of public space, effective October 2017 . The City reserves the right to apply this fee to the Market Manager for use of the public space in the second and subsequent terms of this contract. Fee to be negotiated between the City and the MANAGER.

**Farmer's Market Regulated Activities:**

The solicitations of donations, contributions, payments or any other thing of value within the Vendor Sales Area by a person or other entity, which is not its subtenant, may be prohibited by the MANAGER of the Market in a non-discriminatory fashion and to the extent permitted by law.

The distribution of fliers, cards and similar printed material within the Vendor Sales Area by any person or other entity, which is not its subtenant, may be prohibited by the MANAGER of the Market in a non-discriminatory fashion and to the extent permitted by law.

Any person or other entity confirmed to be a public nuisance or danger to the general public by the Venice Police Department within the Vendor Sales Area may be removed from the area by the Venice Police Department.

No alcoholic beverages or illegal drugs shall be sold or consumed by anyone at the Farmer's Market. Any violations must be reported to the Venice Police Department immediately. All subtenants and the MANAGER shall not smoke in the Vendor Sales Area at any time during the Farmer's Market. The MANAGER shall pay for utilities consumed for services and activities associated with the operation of the Farmers' Market.

The MANAGER shall not sublet the leased premises or assign the lease in whole or in part, except with its independent vendors, for canopies, tables and displays for sale at the Farmer's Market. All subleases, assignment, licenses or other rights provided by the MANAGER to independent vendors shall be subject to all requirements and terms of the MANAGER's lease with the City.

### **Parking**

Subject to the approval by the City Manager, or his designee, the Market Manager may erect directional signs and related traffic devices to inform vehicle operators of the presence, location, and times of market operation. A detailed depiction of the planned use of such signage shall be submitted in writing to the City Manager for approval prior to the placement of said traffic management devices.

The MANAGER is responsible for directing traffic safely and any costs associated with it. This includes all emergencies and the need for overflow parking.

The MANAGER is responsible for the timely erection, placement, and removal of all prior approved temporary traffic control and directional items, including but not limited to traffic barricades, traffic cones, traffic signage, and related traffic control devices used in conjunction with the conduct of the Farmer's Market. A plan for the use and placement of all traffic control items must be approved in advance of their use by the City Manager. Most traffic control devices, including barricades and cones, will be provided by the Venice Public Works Department in a manner agreeable to both the Venice Public Works Department and to the MANAGER.

The Manager is responsible for maintaining a clean and safe environment, including the timely pick up of trash and debris; and to include the cost of providing for trash removal at the conclusion of each market event.

The Venice Chief of Police and the Venice Fire Department must approve all traffic and parking plans of the MANAGER. All Fire Department regulations must be met.

### **City Utilities and Offerings:**

At the Farmer's Market's current location on Tampa Avenue west of Nokomis Avenue, the Venice Public Works Department will provide limited electrical service from a nearby irrigation well pump house for use by the MANAGER. The City reserves the right to modify this arrangement if conditions warrant, including elimination of the provision of limited electrical service. Should the location of the Farmer's Market change, the City does not warrant that electric service will be available; such provision of electric service will need to be evaluated and considered on a site-by-site basis.

At the Farmer's Market's current location on Tampa Avenue west of Nokomis Avenue, The Venice Public Works Department and the MANAGER will coordinate access to the City's public restrooms at Centennial Park for use of Farmer's Market vendors and patrons. Should the location of the Farmer's Market change, the provision of this service will need to be evaluated and considered on a site-by-site basis.

**Farmer's Market Signage:**

The MANAGER may only construct and place signage that complies with the City sign regulations. All signage constructed or placed by the Farmer's Market shall first be approved by the City.

Subject to the approval of the City Manager as to location and time, directional signs may be placed at the entrances on Saturday during the lease term to be removed by 2:30 p.m. on that same day.

**Insurance:**

MANAGER shall maintain the following insurance coverage during the term of this agreement.

**A) Workers Compensation Insurance**

MANAGER will provide Workers Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required under Florida Laws, Chapter 440, AND Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

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

**C) All policies required**, 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. Insurer(s), with the exception of Worker Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents and Employees.

**City Access to Farmer's Market:**

The City and its officials, agents, employees and designees shall be permitted to enter the leased premises at all reasonable times for the purpose of inspecting the leased premises. The Venice Police Department and all of its officials shall have unrestricted access to all areas on the leased premises for any law enforcement purpose.

**Public Entity Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform as a contractor, supplier, subcontractor, 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**Drug Free Proposal Statement:**

No illegal drugs or alcohol are allowed on premises. Any violator may be directed to vacate the leased premises.

**Request for Additional Information:**

Prior to the final selection, MANAGER may be required to submit additional information or make oral presentations, which the City may deem necessary to further evaluate the MANAGER's qualifications.

**Denial of Reimbursement:**

The City of Venice will not reimburse MANAGER for any costs in any way related to this request for proposals or any response thereto.

**Right of Negotiation:**

The City of Venice reserves the right to negotiate the exact terms and conditions of the contract with the selected MANAGER.

**Exceptions to the RFP:**

MANAGERs may take exception with certain requirements or specifications of the RFP. All exceptions shall be in writing, explaining the ramifications of the exceptions for the City of Venice, and a description of the advantage to be gained by the City as a result of these exceptions.

**Rights to Submitted Materials:**

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by MANAGERs shall become the property of the City of Venice when received. All submittals become public records after submittals are opened.

**Copies:**

An original and four (4) copies of the proposal and supporting documents must be submitted in response to the RFP to the City of Venice, ATTN: Procurement, 401 W. Venice Ave., Venice, FL 34285 and marked as **VENICE FARMER'S MARKET MANAGER.**

**Contacts:**

MANAGERs must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this RFP should be directed to the City Procurement at [pboers@venicegov.com](mailto:pboers@venicegov.com).

**Contract Term:**

The initial term of the contract shall begin July 1, 2017 and continue through June 30, 2018. The contract shall provide for four (4) one-year renewals, dependent on the success of the Farmer's Market, and any renewal will be determined solely at the option of the City of Venice. The City requires written notice 90 days in advance of the contract termination date with the Managers intent to renew.

City Council has adopted a fee schedule for the use of public space effective October 1, 2017. The City reserves the right to apply this fee to the MANAGER for use of the public space in the second and subsequent terms of this Contract. Fee shall be negotiated between the City and the MANAGER.

**Termination:**

The City of Venice may cancel the agreement at any time for breach of contractual obligations by providing the MANAGER with a written notice of such cancellation. Should the City of Venice exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the MANAGER.

**Reserved Rights:**

Interested parties are advised that the City shall at all times reserve the right to reject any or all proposals, award a partial proposal, waive any informalities or irregularities, and withdraw the RFP if it is deemed within the best interest of the City to do so. The City reserves the right to terminate any services at their discretion within the terms of the established independent contractor agreement.

**Compliance with Laws:**

In connection with the furnishing of supplies or performance of work under the contract, the MANAGER agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts permitted to be awarded hereunder.

**Payment for City Services:**

If any city services are necessary for the conduct of a special event, such as police officers to direct or reroute traffic (over the number of officers who would normally be on duty and available in the area), the city manager or his/her designee may require the payment by the applicant of the actual cost for such services.



## **RFP Package Submittal Format:**

All RFP Packages shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

**The Quality of Submittal scoring for proposals will be based on the format, the organization, and the attention to detail.**

All RFP Packages must include the following components:

### **Section    Topic**

- 1      Cover Letter
- 2      Company Background & Experience
- 3      Business Plan / Approach to Services
- 4      Staff Qualifications & Resources
- 5      Administrative Information

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

### **Section 1: Cover Letter**

Provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. No electronic signature will be accepted.

The cover letter should include the following:

- The Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract
- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package
- Highlights of the Respondent's qualifications and ability to perform the specified services

## **Section 2: Company Background & Experience**

Provide the following information about your firm:

- Brief history of your firm describing experience in providing services and length of time firm has been providing these services;
- Provide a history of your firm's experience in providing comparable services in a comparable-sized facility;
- List how many facilities your firm currently provides services. Please identify the facility and define if these services are provided on an exclusive or non-exclusive basis;
- Describe your firm's experience relevant to the Scope of Services requested by this RFP. List and describe relevant contracts of similar size and scope performed over the past five years;
- Respondents may provide supplemental documentation or information regarding services provided in the past.

## **Section 3: Business Plan / Approach to Services**

In this section, respondent shall provide a detailed business plan, outlining the overall structure of the business; the vendor review process; vendor/booth fee structure; details on vendor rotation/vendor waiting list process; advertising/marketing plan and any other information related to successful performance of the required services. **Letters of intent from a minimum of fifteen (15) vendors.**

## **Section 4: Staff Qualifications & Resources**

In the section, respondent shall provide qualifications and experience of all personnel who will be providing services under the awarded Contract, and a description of any and all resources available to the respondent to be used in the performance of the required work. Any and all individual licenses, certifications, or awards should be included in this section. **Five (5) letters of reference.**

## **Section 5: Administrative Information**

In this section, respondent shall submit the following:

- Proper and valid licensing to conduct business in the State of Florida
- Proof of Liability Insurance and its limits
- Proposer's Warranty (Complete and submit)
- Local Preference Worksheet (Complete and submit)
- Public Entity Crimes Statement (Complete and Submit)
- Drug Free Work Place Form (Complete and Submit)
- Acknowledged Addenda

**Evaluation and Award:**

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal which will overall best meet the needs of the City as determined from the proposals received and subsequent investigation by the City. General factors to be applied will be:

- (1) **Company Background & Experience - 20%**
- (2) **Business Plan / Approach to Services - 40%**
- (3) **Staff Qualifications & Resources - 20%**
- (4) **Local Preference – 10%**
- (5) **Completeness of RFP Proposal – 10%**

These evaluation factors shall determine the successful proposal.

## Proposer's Warranty

The undersigned person by his/her signature affixed hereon warrants that: (a) he/she is an officer of the institution submitting the proposal; (b) he/she has fully read and understands this RFP and has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed; and (c) acknowledges that the institution has no objection to incorporating the RFP, addenda, and its proposal response as the formal contract between the Proposer and the CITY.

Anti-Collusion Statement:

**THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS OFFER WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

Name of Bidding Proposer \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Location Address \_\_\_\_\_  
CITY & State \_\_\_\_\_ ZIP \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_  
Cellular number \_\_\_\_\_  
Federal ID# \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
State of Florida Registration to do Business: \_\_\_\_\_  
Name/Title of person authorized to bind the Company:  
Name \_\_\_\_\_  
Printed  
Title \_\_\_\_\_

**Signature of person authorized to bind the Company:** \_\_\_\_\_

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

**Sworn Statement Pursuant to Section 287.133 (3) (A)**

**Florida Statutes on Public Entity Crime**

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

1. This sworn statement is submitted to \_\_\_\_\_

By \_\_\_\_\_

(print this individual's name and title)

For \_\_\_\_\_

(print this individual's name and title)

whose business address is \_\_\_\_\_

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

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

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

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

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

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

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

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

produced identification \_\_\_\_\_ (type of identification).

NOTARY PUBLIC: [SEAL]

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

Print Name: \_\_\_\_\_

My commission expires \_\_\_\_\_



## LOCAL PREFERENCE VERIFICATION WORKSHEET

### HOW DO I DETERMINE "LOCAL PREFERENCE"

The following questions will help you determine local preference for your company. answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.

**ONLY** if you answer **YES** to questions 1 through 4, may you proceed to question 5.

If you answer **YES** to any questions 5 through 7, local preference applies.

If you are unsure of how to answer any questions, contact the City of Venice's Procurement Department at 941-486-2626.

### Questions 1 – 4

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

**YES** \_\_\_\_ If "yes", proceed to question 2.

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

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

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

**YES** \_\_\_\_ If "yes", proceed to question 3.

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

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

**YES** \_\_\_\_ If "yes", proceed to question 4.

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

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

**YES** \_\_\_\_ If "yes", proceed to question 5.

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

#### Questions 5 – 7

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

**YES** \_\_\_\_ If "yes", **STOP, local preference applies.**

**NO** \_\_\_\_ If "no", proceed to question 6.

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

**YES** \_\_\_\_ If "yes", **STOP, local preference applies**

**NO** \_\_\_\_ If "no", proceed to question 7

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

**YES** \_\_\_\_ If "yes", **STOP, local preference applies**

**NO** \_\_\_\_ If "no", local preference does not apply.

**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 Proposer shall:

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

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

Concur \_\_\_\_\_

Variance \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Signature