



REQUEST FOR PROPOSAL
for
Pressure Washing Services
RFP # 2022 - 08

City of Wildwood
100 N Main Street
Wildwood, FL 34785

352-330-1343 (Phone)
352-330-1353 (Fax)

CALENDAR OF EVENTS / RFP TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the “CITY” OF WILDWOOD. If the “CITY” OF WILDWOOD finds it necessary to change any of these dates or times prior to the due date, the change will be accomplished by addendum.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	June 9, 2022
Last Day for Questions	June 16, 2022
Addendums Posted (If Necessary)	June 23 2022
Submission Deadline	June 30, 2022
Selection Committee Meeting	TBD
Contract Award	TBD

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed proposal will be received by the City of Wildwood at City Hall located at 100 N Main Street, Wildwood, Florida 34785 **until 11:30 am on June 30, 2022.** Proposers shall take careful notice of the following conditions of this Request for Proposals:

- Submissions by FAX or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- Submitters may withdraw and/or replace proposals at any time until the deadline for submission of proposals.
- All questions received by **June 16, 2022**, will be considered. Questions will not be answered over the phone. Questions regarding the RFP process must be in writing and faxed to (352) 330-1338 Attention: Jeremy Hockenbury, Director of Public Works or via email to jhockenbury@wildwood-fl.gov
- Do not attempt to contact any Selection Committee Member, staff member or any person other than Jeremy Hockenbury for questions relating to this project. Anyone attempting to lobby "CITY" OF WILDWOOD representatives may be disqualified. The Selection Committee Members shall be Thomas J. Rigwood, Asst. Director of Public Works, Jason Wheeler, Parks & Recreation Supervisor, Casey Jones, Compliance Manager, and Terry Bunn, Facilities Trades Supervisor.
- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the City Clerk's Office for the City of Wildwood, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the City Clerk's Office, City Hall, 100 N Main Street, Wildwood, Florida 34785 between 8:00 A.M. to 5:00 P.M. Monday through Friday.
- IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR WILDWOOD'S WEBSITE (WWW.WILDWOOD-FL.GOV) AND "DEMANDSTAR" FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

PROPOSAL DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each Proposal Package or alternate RFP submitted:

- ❑ One (1) original, one (1) electronic single PDF version on a CD or Flash Drive of the original RFP in its entirety not password protected, four (4) copies of the “VENDOR”'s original submittal packet.
- ❑ RFP Cover Page. This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the “VENDOR”.
- ❑ Tab A – Statement of Interest
- ❑ Tab B – “VENDOR” Profile (Form 1)
- ❑ Tab C – Team Composition and Resumes
- ❑ Tab D – Bid Form (Form 2)
- ❑ Tab E – Illustrative Work (Form 3)
- ❑ Tab F – References
- ❑ Tab G – Additional Information
- ❑ Tab H – Additional Required Documents
 - Proposer’s Certification / Addenda Acknowledgement Form
 - Proposal Form
 - Statement of Terms and Conditions - statement must be signed and returned with the RFP form.
 - Hold Harmless Agreement
 - A sworn, notarized Drug Free Workplace Certificate must accompany each Proposal Package or alternate RFP.
 - Public Entity Crimes Form
 - Conflict of Interest Disclosure Form
 - A separate sheet or sheets clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Proposal Form (if applicable).
 - A Certificate of Insurability (COI) shall accompany each Proposal or alternate proposal, in the amounts as prescribed by the “CITY”.
 - E-Verify Document

PART 2 - INTRODUCTION

PURPOSE

The City of Wildwood, Florida (“the “CITY””) is interested in selecting qualified Contractors (“VENDOR”) that can provide the required services pursuant to Section 287.057, Florida Statutes. The “CITY” requests that qualified “VENDORS” submit letters of interest and proposals for consideration for selection of a qualified Contractor for pressure washing services for City owned facilities. The “CITY” may select, or not select, at their sole discretion, any Contractor that the “CITY” feels will best address their needs.

The purpose of this RFP is to select qualified pressure washing contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide pressure washing services for various “CITY” facilities.

SELECTION PROCESS

Selection will be based on the criteria as defined within this Request for Proposal. Selection of the “VENDOR” will be in accordance with Florida Statute 287.057, through the following process:

PROPOSALS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective “VENDOR” must submit a complete response as required by the RFP checklist of items found in Part 1. “VENDOR” must submit evidence of their ability to provide complete, thorough, and comprehensive responses and information for each of the components of the RFP.

GENERAL SELECTION CRITERIA

The “CITY”’s intent is to minimize the cost to “VENDOR” s who are responding to this request for proposals, therefore you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused proposals that document your “VENDOR”’s suitability for these services requested.

The services being sought under this RFP are considered to be professional in nature. The “VENDOR” will be evaluated based upon the capabilities of the respondents and will result in an award that is in the best interest of the “CITY”. Factors to be considered in the evaluation include:

- Capability and Qualifications of the proposer to deliver the proposed services.
- Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.
- Resources and Availability
- Client References and Past Performance
- Prices Proposed

ADDITIONAL CONDITIONS

- The “CITY” reserves the right to reject any or all Proposals received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of proposals by the “CITY”, the proposals shall become the property of the “CITY” without compensation to the proponent, for disposition or

usage by the “CITY” at its discretion. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-days expires.

- **Costs to Prepare Responses:** The “CITY” assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these proposals.
- **Equal Employment Opportunity:** During the performance of this Contract, the “VENDOR” agrees as follows: The “VENDOR” will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, place of birth, or physical handicap.

EXAMINATION OF PROPOSALS DOCUMENTS

- Each “VENDOR” shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should a “VENDOR” find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the “CITY” of Wildwood in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any “VENDOR” as to the meaning of the RFP/Contract Documents. Any questions or request for interpretation received IN WRITING by “CITY” of Wildwood before the stated deadline, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFP opening date. Each “VENDOR” shall acknowledge receipt of such addenda in the space provided on the Proposal Form.
- In case any “VENDOR” fails to acknowledge receipt of such addenda or addendum, his/her RFP package will nevertheless be construed as though it had been received and acknowledged and the submission of his/her RFP will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP Documents, and each “VENDOR” will be bound by such addenda, whether or not received by him/her. It is the responsibility of each “VENDOR” to verify that he/she has received all addenda issued before the established RFP scheduled deadline.

GOVERNING LAWS AND REGULATIONS

The “VENDOR” is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

PREPARATION OF PROPOSAL

Signature of the “VENDOR”: The “VENDOR” must sign the Proposal forms in the space provided for the signature. If the “VENDOR” is an individual, the words “Doing Business As _____,” must appear beneath such signature. In the case of a partnership, the signature of at least one of

the partners must follow the “VENDOR”'s name and the words, “Member of the “VENDOR”” should be written beneath such signature. If the “VENDOR” is a corporation, the title of the officer signing the RFP on behalf of the corporation must be stated and evidence of his authority to sign the RFP forms must be submitted. The “VENDOR” shall state in the Proposal Form the name and address of each person interested therein.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the “CITY” of Wildwood, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the “CITY” of Wildwood funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and the Contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The City of Wildwood is a governmental agency under Florida law and exempt from Florida sales tax. The tax-exempt number will be provided upon request. **This exemption does not apply to goods and services purchased separately by a Contractor in connection with its contract obligations. The Contractor shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.**

PROTECTION OF RESIDENT WORKERS

The City of Wildwood actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee’s eligibility to work in the U.S. upon demand by the “CITY” of Wildwood throughout the duration of the contract.

CITY OF WILDWOOD

The City of Wildwood is a unit of local government and as such reserves the right to reject any and/or all RFP packages, reserves the right to waive any informalities or irregularities in the RFP or examination process, and reserves the right to award the RFP and/or contracts in the best interest of the City of Wildwood.

CONFLICT OF INTEREST DISCLOSURE

Each Respondent shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, contracts, or interest associated

with this project.

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the “CITY”, as a public entity, may not consider a proposals package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.

TRUTH IN NEGOTIATIONS

The Respondent certifies to Truth-in- negotiations and the wage rates and other factual unit cost supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original contact amount and any additions thereto shall be adjusted to exclude any significant sums where the “CITY” determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such adjustment must be made within one (1) year following the end of the contract.

RIGHT TO AUDIT RECORDS

The City of Wildwood shall be entitled to audit the books and records of the Contractor or any sub-Contractor to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Agreement and by the sub-Contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. The term of the Contract resulting from the solicitation, shall be for an initial thirty-six (36) month period. The Contract may, by mutual assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of sixty (60) months.

PURCHASING AGREEMENTS WITH OTHE GOVERNMENT AGENCIES

At the option of the awarded “VENDOR”, the submission of any bid in response to this Request for Proposal (RFP) constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties, and cities. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials ordered and received by it and no agency assumes any liability by virtue of this bid.

Part 3 - SCOPE OF WORK

The City of Wildwood, Florida (“the “CITY””) is interested in selecting a qualified Contractor (“VENDOR”) that can provide the required services. The purpose of this RFP is to select qualified licensed contractors to furnish all materials, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide pressure washing services for City owned facilities.

Proposers shall provide three (3) references for similar projects/contracts, and proof of a minimum of five (5) years’ experience of pressure washing services.

Contractor shall be in compliance with the following standards:

- a. American National Standards Institute (ANSI).
- b. Occupational Safety and Health Administration (OSHA)
- c. Conformance with any other applicable local codes and standards.

All materials used for this contract must be used according to manufacturer instructions. Detergents, degreasers, and other chemicals used must be Environmentally friendly (“green”) products appropriate for the surface being cleaned. Contractor shall provide a list of equipment owned and chemicals they plan to use for cleaning with their RFP. MSDS data sheets shall be included for all chemicals used in the cleaning process.

The cleaning of all surfaces, vertical and horizontal, will take place between 7:30 a.m. to 5:00 p.m., and some require cleaning after hours. Any alternate times proposed for cleaning must be approved in advanced by the City. Contractor shall provide barricades when work is performed in areas where pedestrians are present, or when deemed necessary by the City.

The following service items shall be provided for all areas listed in the Scope of Services section of this RFP:

1. Provide a cleaning schedule, with work performed from 7:30 a.m. until 5:00 p.m. EST, to pressure wash horizontal surfaces of standard sidewalks and curbsides and vertical and horizontal surfaces of City facilities. This schedule should maintain cleanliness of every City facility on a routine basis.
2. Schedule should provide that the full cleaning be completed within the week it is scheduled.
3. Provide pricing to clean all areas.
4. Cleaning service shall include removal of dirt, gum, oil, marking paint (when possible) and any other matter that is not intended to be on a walking surface.
5. Cleaning with hot water or steam is preferred, but high-pressure spray is acceptable, as the primary cleaning method. Nonhazardous and/or bio-degradable cleaning products shall be used as well. ***The use of chemicals not approved to enter storm drains is prohibited.***
6. Ensure all building windows, doors, walls, and other areas impacted are rinsed after each cleaning and windows are cleaned of overspray that gets on them.
7. The contractor will be responsible for supplying and erecting appropriate barricades and/or cones, safety tape, and signs before work commences to ensure safety of all staff and visitors.
8. When utilizing high lifts or aerial lifts around buildings, contractor shall take the necessary measures to ensure to not damage grass, sidewalks, landscaping, etc. with operating/driving unit around buildings.
9. Coordinate cleaning schedule with City staff.
10. Document all cleaning with photos of before and after each time cleaning is done.

11. There is no access to water on the streets. All water needed will need to be provided by the contractor.
12. Secure and maintain proper permits and water meters needed for work.
13. Be able to adjust work schedule to accommodate City business activity and events.
14. Provide recommendations to provide the best, most cost-effective service.
15. Provide recommendations for future enhancements.

Pressure Washing:

- All vertical areas must be pressure cleaned using wand type nozzle.
- All horizontal areas must be pressure-cleaned with a surface scrubber.
- Cleaners chosen by Contractor must be designated for cleaning concrete. Biodegradable products are preferred.

Oil spot treatments (prior to pressure washing):

- Contractor must use a degreaser product that is scrubbed into the oil or fluid contaminated area.
- The City will not accept any degreaser or cleaning product that is hazardous material (per MSDS data sheets). Environmentally friendly (“green”) products are preferred if cost effective.
- When cleaning oil spots, Contractor must allow the product to briefly soak into the concrete. The area must then be washed with pressure washing equipment that produces a minimum of 3,500 to 4,000 psi (not to exceed 5,000 psi), with a water temperature of 200 (Fahrenheit) degrees or higher. Contractor must use a pressure wand in these areas, rather than using a “surface scrubber.”
- When cleaning oil spots, visible oil spills and solids, contractor will need to collect and properly disposed of contaminated water and not direct it to the storm sewer conveyance system. Contractor is expected to adhere to all OSHA, state, city, county, and FDEP regulations regarding discharges of pollutants to waters. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be born solely by the Contractor.

Contractors may recommend a product or type of cleaning that may be equal to or better than techniques listed; however, any recommendations must be submitted with the Contractor’s bid. Alternate products/techniques submitted will be reviewed and approved or denied by the City.

Equipment or property owned or used by Contractor may be left on City facilities not in use. The City will identify locations that are appropriate for equipment storage. The City is not responsible for any stolen or damaged equipment while on City property. Upon conclusion and approval of the work completed the Contractor will remove all equipment from all City facilities.

Contractor must ensure that an on-site supervisor is present to supervise all designated locations at all times that staff is present. Subcontracting or unskilled “day labor” is not acceptable. All of contractor’s staff must be able to read and understand instructions in English. Vendor must provide a cell phone number for on-site supervisor in order to communicate with City staff.

PART 4 - EVALUATION AND AWARD

RFP EVALUATION

This Request for Proposals includes following all the procedures in this document and sending the sealed RFP information to the “CITY” of Wildwood by the due date and time. Once the RFPs are received, the Selection Committee members will independently review each submittal and score each RFP based on the evaluation criteria. All RFPs received in accordance with this Request for Proposals will be evaluated using the following criteria.

Evaluation Scoring Criteria

	Possible Points
Capability and Qualifications of the proposer to deliver the proposed services.	20
Proven experience as demonstrated with recent contracts/projects for local government agencies within the State of Florida.	20
Resources and Availability	20
Client References and Past Performance	20
Prices Proposed	20
Total:	

PROCEDURE REQUIREMENTS

Proposal submittals will be reviewed and ranked by the “CITY”’s Selection Committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the Committee as a result of their evaluation of the initial Request for Proposals. The Committee will recommend its ranking of the top “VENDOR” to the “CITY” Commission for approval. The “CITY” of Wildwood reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

KEY CONTRACTOR PERSONNEL

In submitting a proposals package, the Respondent is representing that each person listed or referenced in the proposals package shall be available to perform the services described for the “CITY” OF WILDWOOD, barring illness, accident, or other unforeseeable events of a similar nature in which case the Respondent must be able to promptly provide a qualified replacement. In the event the Respondent wishes to substitute personnel, the Respondent shall propose a person with equal or higher proposals and each replacement person is subject to prior written “CITY” OF WILDWOOD approval. In the event the requested substitute person is not satisfactory to the “CITY” OF WILDWOOD and the matter cannot be resolved to the satisfaction of the “CITY” OF WILDWOOD, the “CITY” OF WILDWOOD reserves the right to cancel the contract for cause.

NEGOTIATION

The “CITY” OF WILDWOOD reserves the right to negotiate any and all elements of this response.

AWARD OF RESPONSE

The “CITY” OF WILDWOOD reserves the right to reject any or all responses, to waive any minor informality or irregularity in any response, and to make award to the response deemed to be most advantageous to the “CITY” OF WILDWOOD.

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the “CITY” of Wildwood, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any “CITY” employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten-percent (10%) stake. You shall complete and have notarized a Conflict-of-Interest Form (Form A-1) and include it in your proposals package.

If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

RESTRICTED DISCUSSIONS

From the date of issuance of the RFP until final “CITY” OF WILDWOOD action, the Respondent shall not discuss the RFP or any part thereof with any employee, agent, or representative of the “CITY” OF WILDWOOD except as expressly authorized by the “CITY” OF WILDWOOD point of contact identified in this RFP above for this solicitation. Violation of this restriction will result in REJECTION of the Respondent’s proposals package.

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any “CITY” OF WILDWOOD employee. Only those communications that are in writing from the authorized “CITY” OF WILDWOOD point of contact, Jeremy Hockenbury shall be considered pertinent to this RFP. Only communications from the Respondent that are signed and in writing will be recognized by the “CITY” OF WILDWOOD as duly authorized expressions on behalf of the Respondent.

AWARD

It is understood that the “CITY” OF WILDWOOD is not obligated to make an award under or as a result of this RFP or to award such contract. The “CITY” OF WILDWOOD reserves the right to award such contract, if any, to the best qualified Respondent(s).

The “CITY” OF WILDWOOD has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the “CITY” OF WILDWOOD's best interests to do so.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for the “CITY” of Wildwood, the “Standard Insurance Requirements” described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the “CITY” of Wildwood, a COI will be required. Work is defined as any service provided to the “CITY” of Wildwood by a “VENDOR”/Contractor who must access “CITY” property in order to provide the service(s). The requirements contained herein, as well as the “CITY”'s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A** or higher by A.M. Best Company, Inc. with the exception of self-insured insurance companies.

Commercial General Liability Insurance The Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** each occurrence and **\$2,000,000** annual aggregate. Due to the nature of the work involved, Contractors performing program and / or contract management services are required to maintain **\$1,000,000** each occurrence and **\$1,000,000** annual aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.

Business Automobile Liability Insurance The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** each occurrence. Coverage shall include liability for owned non-owned & hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Insurance The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida

Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case-by-case basis).**

Umbrella or Excess Liability Insurance (needed for large contracts) The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The Contractor shall endorse the “CITY” OF WILDWOOD as an “Additional Insured” on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure “True Follow-Form” basis, or the “CITY” OF WILDWOOD is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

Professional or Errors & Omissions Liability Insurance (when applicable) The Contractor shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The Contractor shall endorse the “CITY” OF WILDWOOD as an “Additional Insured” on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Contractor shall endorse the “CITY” OF WILDWOOD as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – “CITY” s. Lessees, or Contractors, or CG2026 Additional Insured – “CITY” s. Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the “CITY” OF WILDWOOD as an Additional Insured under the Contractor’s Commercial Umbrella/Excess Liability as required herein.

Indemnification The Contractor shall indemnify and hold harmless the “CITY” OF WILDWOOD and their elected officials, employees and volunteers from and against all claims, damages, losses and expenses, including legal costs, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor. .

Deductibles, Coinsurance Penalties, & Self-Insured Retention The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the “CITY” OF WILDWOOD, the Contractor shall, when requested by the “CITY” OF WILDWOOD, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the “CITY” OF WILDWOOD, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The “CITY” OF WILDWOOD reserves the right, but not the obligation, to

review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the “CITY” OF WILDWOOD reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the “CITY” OF WILDWOOD shall provide the Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the “CITY” OF WILDWOOD, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance (COI) The Contractor shall provide the “CITY” OF WILDWOOD with a COI clearly evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the “CITY” OF WILDWOOD is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the “CITY” OF WILDWOOD prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the “CITY” OF WILDWOOD, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The “CITY” OF WILDWOOD shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Contractor agrees the “CITY” OF WILDWOOD reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the “CITY” OF WILDWOOD. If the Contractor fails to maintain the insurance as set forth herein, the Contractor agrees the “CITY” OF WILDWOOD shall have the right, but not the obligation, to purchase replacement insurance, and the Contractor agrees to reimburse any premiums or expenses incurred by the “CITY” OF WILDWOOD.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the “CITY” OF WILDWOOD has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – “CITY” s, Lessees, or Contractors, or CG 2026 Additional Insured – “CITY” s, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the “CITY” OF WILDWOOD is endorsed as an Additional Insured, or Loss Payee, on the Builder’s Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy’s limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.
4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

“CITY” of Wildwood
100 N Main Street
Wildwood, FL 34785

The Contractor shall be responsible for all sub-Contractors and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the “CITY”. At the option of the “CITY”, the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

All insurance companies must be authorized to transact business in the State of Florida.

The “CITY” shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the “CITY” of any insurance supplied by the Contractor, nor a failure to disapprove that insurance, shall relieve the Contractor of full responsibility of liability, damages and accidents as set forth herein.

PART 5 - PROPOSAL DOCUMENTS

ECONOMY OF PRESENTATION

Each proposals package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent’s capabilities to satisfy the conditions and requirements of this RFP. Emphasis in each proposals package must be on completeness and clarity of content. To expedite the evaluation of proposals packages, it is mandatory that Respondent follow the format and instructions contained herein. The “CITY” OF WILDWOOD is not liable or responsible for any costs incurred by any Respondent in responding to this RFP including, without limitation, costs for presentations and/or demonstrations if requested.

PROPOSALS PACKAGE GUIDELINES

To facilitate analysis of its proposals package, the Respondent shall prepare its proposals package in accordance with the instructions outlined in this section and the checklist of items found in Part 1. If the Respondent’s proposals package deviates from these instructions, such proposals package may, in the “CITY” OF WILDWOOD’s sole discretion, be rejected.

The “CITY” OF WILDWOOD EMPHASIZES THAT THE RESPONDENT CONCENTRATE ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs, and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics, and not for pages of text.

Responses must be limited to eighty (80) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Work product samples (reports, schedules, etc. provided in response) will not be counted in the eighty (80) page limit. Package the Work Product Samples separately from the Proposal, labeling the sample clearly.

PROPOSALS PACKAGE SECTIONS

The Respondent shall organize its proposals package into the following major sections.

TABLE OF CONTENTS.

Tab A - STATEMENT OF INTEREST: To be submitted on the “VENDOR”'s letterhead. The statement of interest shall:

Concisely state the “VENDOR”'s understanding of the services required by the “CITY” OF WILDWOOD.

Include additional relevant information not requested elsewhere in the RFP.

The signature on the statement shall be that of a person authorized to represent and bind the “VENDOR”.

Tab B. “VENDOR” PROFILE: Complete Form 1. Attach a copy of the “VENDOR”'s current State of Florida, “CITY”, or Professional Regulation License to perform business.

Tab C. TEAM COMPOSITION and RESUMES: Provide an organizational chart showing any subcontractors and the relationship to the team. Provide resumes for key team members, not to exceed two pages each. Attach a copy of each person's current Professional Regulation License.

Tab D. BID FORM: Complete Form 2.

Tab E. ILLUSTRATIVE WORK: Complete Form 3. (Form 4 may be reproduced and attached in sequence.)

Tab F. REFERENCES: Provide a minimum of five references for work performed similar to the scope of this RFP. References must be for current, or recent, projects, and must be for the proposed project team members.

Tab G. ADDITIONAL INFORMATION: Provide information describing the “VENDOR”'s approach to performing the work advertised in Scope of Services of the RFP. Provide information demonstrating an understanding of the needs of the “CITY” of Wildwood. Provide other information that the “VENDOR” deems applicable to this RFP.

Tab H. ADDITIONAL REQUIRED DOCUMENTS: As specified in Part 1 of this RFP, listed within the Proposal Documents Checklist of Items Required to be submitted.

RFP COVER PAGE

Name of "VENDOR", Entity or Organization:
Federal Employer Identification Number (FEIN): State of Florida License Number (If Applicable): Name of Contact Person: Title: E-Mail Address:
Mailing Address: Street Address (if different): "CITY", State, Zip: Telephone: _____ Fax: _____
Organizational Structure – Please Check One: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/> If Corporation: Date of Incorporation: _____ State of Incorporation: _____ States Registered in as Foreign Corporation:
Authorized Signature: Print Name: _____ Signature: _____ Title: _____ Phone: _____
<i>This document must be completed and returned with your Submittal.</i>

PROPOSER’S CERTIFICATION

Submit To: “CITY” of Wildwood 100 N Main Street Wildwood, FL 34785 352-330-1330 352-330-1338 (fax)		“CITY” OF WILDWOOD REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE:	DUE TIME:	RFP # 2022 - 08	
TITLE: Pressure Washing Services			
“VENDOR” NAME:		PHONE NUMBER:	
“VENDOR” MAILING ADDRESS:		FAX NUMBER:	
“CITY”/STATE/ZIP:		E-MAIL ADDRESS:	
<p>“I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms, and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose.”</p>			
_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #
<p>“I certify that this quote is made without prior understanding, agreement, or connection with any corporation, “VENDOR”, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for “CITY” OF WILDWOOD, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the “CITY” of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the “CITY”. At the “CITY” of Wildwood discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent.”</p>			
_____		_____	_____
Authorized Agent Name, Title (Print)		Authorized Signature	Date
<i>This form must be completed and returned with your Submittal</i>			

PROPOSALS FORM FOR “CITY” OF WILDWOOD



Name of “VENDOR” Submitting Proposals _____

Name of Person Submitting Proposals _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The “VENDOR” proposes and agrees, if this submission is accepted, to contract with the “CITY” of Wildwood to furnish all necessary materials, equipment, labor, and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The “VENDOR” agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature

Date

RFP Number

[] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

Statement of Terms and Conditions

PUBLIC ENTITY CRIME: 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 proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, 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 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted "VENDOR" list.

INDEMNIFICATION The contractor 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 design professional and other persons employed or utilized by the design professional in the performance of the contract.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Proposals, or information, as applicable, are received at Contracts / Purchasing and the time the "CITY" awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the "CITY", or any "CITY" employee other than the _____. Violation of this provision may result in disposal of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the "CITY"'s Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful "VENDOR" acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. "VENDOR" s shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the "CITY"'s at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any "VENDOR" as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the "CITY" before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each "VENDOR" shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS, and each Proposer/Bidder will be bound by such addenda, whether received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/Bids received. The "CITY" and/or his CONTRACTOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the "VENDOR" plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The "VENDOR" is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: "VENDOR" s are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. All RFP's/Bids submitted in response to this solicitation become the property of the "CITY". Unless information submitted is proprietary, copy written, trademarked, or patented, the "CITY" reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The "CITY" of Wildwood is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all "VENDOR" s shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, "VENDOR", or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the "CITY" to "VENDOR" s is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. "VENDOR" s or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

"CITY" SHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the "VENDOR" s will become the property of the "CITY". Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included and shall inform himself thoroughly regarding all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

"VENDOR" RESPONSIBILITY: "VENDOR" s are fully and completely responsible for the labeling, identification and delivery of their submittals. The "CITY" will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace "VENDOR" shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

THE "CITY" OF WILDWOOD is a political subdivision of the State of Florida and reserves the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the "CITY". Submittals not meeting stated minimum terms and proposals may be rejected by the "CITY" as non-responsive. The "CITY" reserves the right to reject any or all submittals without cause. The "CITY" reserves the right to reject the submission of any "VENDOR" in arrears or in default upon any debt or contract to the "CITY", or who has failed to perform faithfully any previous contract with the "CITY" or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the "CITY" s.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the "VENDOR" name and the words, "Member of the "VENDOR"" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such "VENDOR" may be removed from future participation.

AWARD OF BID: It is the "CITY"'s intent to select a "VENDOR" within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be "VENDOR" and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The "VENDOR" s shall furnish such additional information as the "CITY" may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The "CITY" reserves the right to make investigations of the proposals of the "VENDOR" as it deems appropriate.

PREPARATION COSTS: The "CITY" shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the "CITY"'s representative. All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED) and shall deliver in accordance with the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The "VENDOR" by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. "VENDOR" has the option to agree or disagree to allow contract Piggybacks on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the "VENDOR"'s approval – without the "VENDOR"'s approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the "CITY". These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

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 Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/Bids are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's 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 RFP/BID FORM. The "CITY" is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the "CITY" unless evidenced by a Change Notice issued and signed by the "CITY", or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the "CITY" within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: "VENDOR" may choose to re-create any document(s) required for this solicitation but must do so at his own risk. All required information in the original "CITY" format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

This document must be completed and returned with your Submittal

(Signature and Date)

HOLD HARMLESS AGREEMENT

The Contractor 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 design professional and other persons employed or utilized by the design professional in the performance of the contract.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the "CITY" representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/ "VENDOR"-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(Print or type name of "VENDOR")

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the "VENDOR"'s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFP or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFP or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, "VENDOR" or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

**SWORN STATEMENT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES FORM**

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 “CITY” of Wildwood

By _____
{print individual’s name and title}

for _____
{print name of entity submitting sworn statement}

whose business address is _____

and (if applicable) its 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)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an 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 a 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.
 - c. 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, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
 - d. Based on information and belief, the statement which I have marked below is true in 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, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____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 subsequent to July 1, 1989.

_____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 subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered 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. **{attach 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 THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. 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.

{signature}

{date}

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

Attest: _____

Notary Public

My commission expires: _____

(Notary Seal)

This document must be completed and returned with your Submittal

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of the “VENDOR” of
(“VENDOR” *Name*) _____ whose address is

_____, and that I possess the legal authority to make this affidavit on behalf of myself and the
“VENDOR” for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the “VENDOR” have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation, “VENDOR”, or person submitting a bid proposal for the same services and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

“VENDOR” Name: _____

Date: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____ 20__

Personally Known _____

OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSALS PACKAGE

FORM 1

“VENDOR” PROFILE

Submitted by (*Company Name*):

Corporation

Partnership

Individual

Joint Venture

Other

Describe:

Florida Contractor License Number:

Expiration Date:

Office Location:

Number of people in your organization:

Length of time the Contractor has been doing business under this name in Florida:

years

Length of time your firm has provided services to governmental clients:

years

Under what other name(s) has your firm operated:

Has or is your firm currently involved in any formal court proceedings regarding any of your contracts?

YES

(attach a detailed explanation)

NO

FORM 2

- A. Instructions: Please indicate the cost:
- B. All prices submitted are to be listed below. Prices quoted should be in unit of measure shown.
- C. Any quantity listed **IS** not a guarantee, but solely an estimate of anticipated usage.

APPENDIX A: BID FORM
CITY OF WILDWOOD, FLORIDA

Pressure Washing Services

We, the undersigned, agree to provide Pressure Washing Services to the City of Wildwood for a period of three (3) years, with the possibility of two (2) 12-month extensions, to meet conditions set forth in the specifications and instructions to bidders.

Bid Sheet (City / P.W. Facilities)

All Pricing on this form should include everything needed to reach finished product. Equipment, labor, supplies, water, etc.

Item No.	Buildings	Sq. Footage (approximate)	Fixed Cost	Frequency of Cleaning (approximate)	Cost Based on Frequency of Cleaning
1	City Hall	10,744		Yearly	
2	City Hall Annex	2,944		Yearly	
3	MSC Buildings (New Construction 2022)	26,216		Yearly	
4	Public Works	6,042		Yearly	
5	Community Center Building - 1st Floor	12,059		Yearly	
6	Community Center Building - 2nd Floor	3,015		Yearly	
7	Police Department	13,748		Yearly	
8	Fleet Services	3,305		Yearly	
9	Millennium Park Concession- 1st Floor	2,957		Yearly	
10	Millennium Park Concession - 2nd Floor	784		Yearly	
11	Millennium Park - Out Buildings	1,824		Yearly	
12	610 Jackson Street	3,967		Yearly	
				TOTAL COST:	

Bid

Alternate pricing for vertical cleaning per square foot for any items not identified in the RFP.	As needed		Yearly	
--	-----------	--	--------	--

	Sidewalk Locations	Sq. Footage (approximate)	Fixed Cost	Frequency of Cleaning (approximate)	Cost Based on Frequency of Cleaning
1	City Hall	29,488		Yearly	
2	City Hall Annex	541		Yearly	
3	MSC Building (New Construction 2022)	12,145		Yearly	
4	Public Works	4,322		Yearly	
5	Community Center Building	12,585		Yearly	
6	Police Department	9,872		Yearly	
7	Fleet Services	232		Yearly	
8	Millennium Park	903		Yearly	
9	MLK Park - Out Buildings	10,826		Yearly	
10	610 Jackson Street	587		Yearly	
				TOTAL COST:	

***Alternate Bid**

Alternate pricing for horizontal cleaning per square foot for any items not identified in the RFP.	As needed		Yearly	
--	-----------	--	--------	--

Please state any costs that will not be included in cleaning cost or extra items that will be charged for.

Description	Cost

Bid Sheet (Utility Division)

All Pricing on this form should include everything needed to reach finished product. Equipment, labor, supplies, water, etc.

<i>Item No.</i>	<i>Buildings</i>	<i>Sq. Footage (approximate)</i>	<i>Fixed Cost</i>	<i>Frequency of Cleaning (approximate)</i>	<i>Cost Based on Frequency of Cleaning</i>
1	Ashley WTP	607		Yearly	
2	Continental CC WTP #1	472		Yearly	
3	Continental CC WTP #2	426		Yearly	
4	CR 214 WTP	1,694		Yearly	
5	CR 501 (Marsh Bend) WTP	2,877		Yearly	
6	Fairways WTP	826		Yearly	
7	Huey Street WTP	1,731		Yearly	
8	Oxford WTP	6,311		Yearly	
9	Wastewater Treatment Plant	8,110		Yearly	
				TOTAL COST:	

Bid

Alternate pricing for horizontal cleaning per square foot for any items not identified in the RFP.	As needed		Yearly	
---	-----------	--	--------	--

	Sidewalk Locations	Sq. Footage (approximate)	Fixed Cost	Frequency of Cleaning (approximate)	Cost Based on Frequency of Cleaning
1	Ashley WTP	306		Yearly	
2	CR 214 WTP	491		Yearly	
3	CR 501 (Marsh Bend) WTP	356		Yearly	
4	Huey Street WTP	428		Yearly	
5	Oxford WTP	2,393		Yearly	
6	Wastewater Treatment Plant	8,257		Yearly	
				TOTAL COST:	

***Alternate Bid**

Alternate pricing for horizontal cleaning per square foot for any items not identified in the RFP.	As needed		Yearly	
--	-----------	--	--------	--

<i>Please state any costs that will not be included in cleaning cost or extra items that will be charged for.</i>	
Description	Cost

PLEASE ATTACH a separate page to bid response: list of cleaning products that will be used (along with MSDS sheets), list of equipment owned, and proposed method of gray water collection.

I have carefully prepared this Bid from contact documents described above, I have full authority to make such statements and submit this Bid in (my) (its) (their) behalf, and all statements are true and correct.

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the "CITY". List no more than five (5) projects.

<u>Project Name & Location</u>		Client's Name & Address
<u>Project Manager:</u>		
Completion Date (Actual or Estimated):		<u>Client Contact Name, Title, Email Address and Telephone Number:</u>
Contractor Fees (In Thousands)		
Entire Project: \$	Work for which "VENDOR" was/is responsible: \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>Nature of "VENDOR"'s Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>"VENDOR"'s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the "CITY"'s Project</u>		

Immigration Affidavit Certification

This Affidavit is required and should be signed, notarized by an authorized principal of the firm, and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Consultants / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the Consultant's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program may deem the Consultant / Bidder's proposal as nonresponsive.

The City of Wildwood will not intentionally award City contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

The City of Wildwood may consider the employment by any Consultant of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by the City of Wildwood.

Consultant attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Consultant's / Bidder's proposal.

Company Name: _____

Print Name: _____ Title: _____

Signature _____ Date: _____

State of _____ County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced _____ as identification.

(Print or Type Name)

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this affidavit guarantees, as evidenced by the affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

CONTRACT

THIS AGREEMENT is made this ____ day of _____, 2022, by and between "CITY" of Wildwood (hereafter referred to as "'CITY'"), whose address is 100 N Main Street, Wildwood, Florida 34785, and (hereafter referred to as "Contractor"), whose address is

RECITALS

WHEREAS, the "CITY" has need of professional services for Pressure Washing Services

WHEREAS the parties desire to enter into a written agreement outlining the duties, responsibilities, and compensation of Contractor, based on the Contractor's response to RFP # 2022- 08 Request for Proposals for Pressure Washing Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed as follows:

1. The relationship of the Contractor to the "CITY" will be that of a professional contractor to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the Contractor's profession, and Contractor will endeavor to provide to the "CITY" prompt and efficient services to the best of its ability.
2. Contractor is hereby retained and employed as the Services Contractor and will work with the "CITY" to provide said services in accordance with the scope of services outlined in RFP # 2022-08.
3. Contractor agrees to prepare and complete a report to the "CITY", detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. Contractor may be asked to present the deliverables in person for review by staff or for discussion at a scheduled "CITY" Commission meeting.
4. The term of this Agreement shall commence on _____ and continue in full force through _____, unless otherwise terminated as provided in paragraph five (5) of this Agreement. This Agreement may be renewed on an annual basis for additional consecutive one-year periods, if agreed to in writing by both parties, at least sixty (60) days prior to the expiration of this Agreement, including any periods of renewal. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to Contractor, Contractor shall furnish to the "CITY" invoice detailing all of Contractor's services, expenses, and any other services utilized by the "CITY". Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. Contractor shall be paid pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the "CITY" pursuant to this Agreement are and remain the property of the "CITY" as instruments of service.
 - b. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by Contractor shall be made available to the "CITY" upon request and shall be considered public records, pursuant to F.S. 119.0701.

- c. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The "CITY" shall have the right to order, inspect and copy all such Records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-Contractors (if any).
- d. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules, and regulations of the State of Florida.
- e. Contractor shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFP # 2022-08 naming "CITY" as an additional insured in each such policy.
- f. Upon Contractor's written request, the "CITY" will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and "CITY" mutually deem necessary, and Contractor may rely upon same in performing the services required under this agreement.
- g. The "CITY" and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the "CITY" nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

8. Should any other professional services be called for by the "CITY" which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the "CITY" on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the "CITY", serve as an expert witness and provide supporting documentation as necessary.

9. The Contract Documents, which comprise the entire Contract between "CITY" and Contractor and which are further incorporated herein by reference, consist of the following:

- a. Request for Proposals (RFP)
- b. "VENDOR"'s RFP Documents
- c. Permits / Licenses
- d. All RFP Addenda Issued Prior to RFP Opening Date
- e. All Modifications and Change Orders Issued
- f. Services hourly rates, as attached to this contract.

10. The Contractor agrees to indemnify and hold harmless the "CITY" of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

11. Contractor, its agents, servants, or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the "CITY" and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the "CITY", except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the "CITY" and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the "CITY".

12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. Contractor does hereby waive any and all “venue privilege” and or “diversity of citizenship privileges” and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the “CITY” in any other State Court, Federal Court or administrative tribunal.

14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

16. In performing services hereunder, Contractor shall comply with all federal, state, and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

17. Contractor shall immediately notify “CITY” in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the “CITY”.

18. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

19. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE CITY

FOR THE CONTRACTOR

Name: Jason McHugh

Name: _____

Address: 100 N Main Street, Wildwood, FL 34785

Address: _____

Title: City Manager

Title: _____

Date: _____

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

“CITY” OF WILDWOOD

By: _____

By: Ed Wolf, Mayor

Date Signed: _____

ATTEST:

Contractor

By: _____

By: _____

Date Signed: _____