

REQUEST FOR PROPOSALS



CLASSIFICATION & COMPENSATION STUDY

RFP # 2022-09

DUE:

11:00 AM LOCAL TIME

JULY 15, 2022

**City of Wildwood
100 N Main Street
Wildwood, FL 34785**

352-330-1330 (Phone)

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 17, 2022
Last Day for Questions	July 1, 2022 (5:00 p.m.)
Addendums Posted (If Necessary)	July 5, 2022
Submission Deadline	July 15, 2022 (11:00 a.m.)
Selection Committee Meeting	TBD
Contract Award	TBD

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR PROPOSALS

Sealed proposals will be received by the CITY OF WILDWOOD at City Hall located at 100 N Main Street, Wildwood, Florida 34785 until 11:00 am on July 15, 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 5 pm on July 1, 2022, will be considered. Questions will not be answered over the phone. Questions regarding the RFP process must be in writing and sent via email to csmith@wildwood-fl.gov.
- Do not attempt to contact any Selection Committee Member, staff member, or any person other than Cassandra Smith for questions relating to this project. Anyone attempting to lobby CITY OF WILDWOOD representatives may be disqualified. The Selection Committee Members shall be Melissa Tuck, HR Director; Cassandra Smith, Assistant City Manager/CFO; Lynzey McClellan, Assistant CFO; and Marc Correnti, HR Generalist.
- 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 no 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. and 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, and 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 – Cost. Provide itemized listing of the scope of work listed in Part 3 and associated costs.
- ☒ Tab E – Illustrative Work (Form 2)
- ☒ 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 purpose of this Request for Proposals (RFP) by the City of Wildwood, Florida ("CITY") is to solicit sealed proposals from interested and qualified firms ("VENDORS") to conduct a study and develop recommendations for an updated classification and compensation system as described herein. The chosen "VENDOR" will provide an updated market study of comparable entities, will evaluate the current position classification system, and will evaluate employee positioning within the existing or recommended salary schedule. The chosen "VENDOR" will also make recommendations pertaining to the implementation of the study, employee progression, and recommendation on the revision of policies and procedures related to compensation and benefits. The "CITY" may select, or not select, at their sole discretion, any "VENDOR" that the "CITY" feels will best address their needs.

BACKGROUND

The "CITY" is located in central Florida, situated within Sumter County. It is conveniently located less than 1.25 hours from Orlando, Tampa, and Gainesville, Florida. It is home to The Villages, Florida, the fastest-growing retirement community in the country. The "CITY" currently has approximately 140 full-time employees. The employees work within one of 12 departments including Executive, Finance, Development Services, IT, HR, Police, Public Works, Parks & Recreation, Fleet Services, Physical Environment, Water, and Wastewater.

The "CITY"'s salary schedule has 13 grades with a minimum, midpoint, and maximum. The "CITY" utilizes a performance management system to adjust pay with increases based on performance; the City does not currently utilize an across-the-board COLA adjustment.

An update of a previous classification and compensation study was conducted in the previous fiscal year on non-sworn positions.

PROPOSALS SUBMISSION FORMAT AND REQUIREMENTS

To be considered, prospective "VENDORS" 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 "VENDORS" who are responding to this RFP; therefore, you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not curry favor with the reviewers. We are seeking thoughtful, tightly focused Proposals that document your "VENDOR"'s suitability for this Project and understanding of the Project and the "CITY." Experience must be described by each "VENDOR" if there are multiple "VENDORS" proposed as one team.

The services being sought under this RFP are considered to be professional in nature. Consequently, the evaluation of the Proposals will be 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 of the proposer to deliver the proposed services. Relevant experience and qualifications of the proposed project manager and key personnel.
- Proven experience as demonstrated with recent projects (either completed or underway) of similar project type, size, scope, and complexity for local government agencies within the State of Florida.

- Responses from a minimum of five references.
- Composition, qualifications, and diversity of the skillset of the project team for the services required by the RFP.

Per the “CITY”’s Purchasing Policy, in the event of a tie, those “VENDORS” who meet the requirements of the Florida Veterans Business Enterprise Opportunity Act (Florida Statute 295.187), Drug-Free Workplace Program (F.S. 287.087), or Minority Business Enterprises (F.S. 255.102) will be awarded preference points to break the tie.

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 proposer, for disposition or usage by the “CITY” at its discretion. The details of the Proposal documents will remain confidential until final award.
- 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 the cost, progress, or performance of the work to be performed under the Contract. Ignorance on the part of the “VENDOR” will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- Should the “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” in writing by contacting Cassandra Smith via email to csmith@wildwood-fl.gov.

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 requests for interpretation received IN WRITING by the “CITY” 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" 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. 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," 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" funds thereafter.

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

TAX-EXEMPT STATUS

The "CITY" is a governmental agency under Florida law and is 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 contractual 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" 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 "VENDOR" 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 "VENDOR" must be able to verify an employee's eligibility to work in the U.S. upon demand by the "CITY" throughout the duration of the contract.

CITY OF WILDWOOD

The "CITY" is a unit of local government and as such reserves the right to cancel this RFP and to reject any and/or all RFP packages, reserves the right to waive any and all informalities or irregularities in the RFP or examination process, to re-advertise with either the identical or revised specifications, and reserves the right to award the RFP and/or contracts in the best interest of the "CITY".

CONFLICT OF INTEREST DISCLOSURE

Each "VENDOR" shall complete and have notarized the attached disclosure form of any potential conflict of interest that the "VENDOR" 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 "VENDOR" certifies to Truth in Negotiations and the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original contract 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" shall be entitled to audit the books and records of the "VENDOR" or any sub-Consultant 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 "VENDOR" for a period of three (3) years from the date of final payment under the Agreement and by the sub-Consultant 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.

PART 3 – SCOPE OF WORK

CLASSIFICATION AND COMPENSATION SYSTEM

- Gain an understanding of the “CITY”'s existing classification and compensation structure, including the benefits package. Review all background materials including, but not limited to, Personnel Policies and Procedures, organizational charts, classification specifications, etc.
- Review, update, and provide recommendations on the “CITY”'s classification system:
 - Review existing position descriptions to ensure current and accurate Fair Labor Standards Act (FLSA) exemption status, essential functions, minimum qualifications for education and experience, required knowledge, skills, and abilities, special requirements, and physical and environmental conditions; Update the descriptions as needed.
 - Ensure position descriptions are in full compliance with all applicable federal, state, and local statutes and regulations, including the FLSA and Americans with Disabilities Act (ADA).
 - Ensure position descriptions are assigned within the classification system, reflecting equitable placement between various position responsibilities; provide a scoring mechanism for the placement of those positions in the classification system and a recommendation on updates thereafter.
 - Review existing growth opportunities in certain classifications and make recommendations concerning new growth opportunities.
- Conduct a comprehensive benchmark market analysis of all “CITY” positions with comparable and surrounding (regional) jurisdictions, institutions of higher education, and applicable private/public sector competitors.
 - Consult with “CITY” project manager(s) pertaining to the list of applicable jurisdictions/organizations.
 - Prepare and deliver a detailed report and analysis of the survey results for all positions compared to the market and how this analysis informs of the “VENDOR”'s recommendation.
- Conduct a comprehensive benchmark market analysis of all “CITY” benefits with comparable and surrounding (regional) jurisdictions, institutions of higher education, and applicable private/public sector competitors.
- Perform a pay compression analysis of all “CITY” positions.
- Integrate the market analysis into the “CITY”'s pay plan and develop and provide recommendations on a pay plan, which may include an open range pay plan, a grade and step pay plan, or a hybrid pay plan.
 - Develop compensation recommendations that are externally competitive and internally equitable.

- Provide a detailed listing that identifies the proposed placement of all “CITY” positions within the pay plan and support for that proposed placement including scoring methodology.
- Provide a report with recommendations for addressing pay compression issues with the new pay plan.
- Prepare an analysis of the financial impact of the implementation of the recommended pay plan.
- Present a draft of the recommendations in a written report and present the draft findings to the “CITY” project manager(s)/project team.
- Provide a final written report of recommendations and present it to the “CITY”’s Commission.
- Develop policy recommendations for the administration and maintenance of the classification and compensation system for inclusion in the “CITY”’s Personnel Policy Manual.
 - Provide a salary determination methodology (scoring criteria) that is streamlined, transparent, and easy to understand.
 - Provide a strategy for monitoring market position, inflation, compression, and internal equity on an annual basis.
 - Provide a strategy for the employees’ progression through the pay plan/salary schedule that is transparent, easy to understand, and easy to administer.
 - Provide a policy recommendation for offer letters based on education and experience for external and internal applicants, as well as a recommendation for internal employee reallocation (promotion, transfer, etc.).
 - Provide training to designated “CITY” staff members on the utilization and maintenance of the classification and compensation system.
- Provide recommendations on changes to the “CITY”’s benefits package.

MINIMUM WAGES

In accordance with Amendment 2 of the 2020 General Election, approved on November 3, 2020, which amended Section 24 of Article X of the Florida Constitution, please conduct an analysis of the minimum wage requirement and a modification of the City’s salary schedule accordingly.

- Provide a plan to implement the adjustments outlined in Amendment 2 until \$15.00 per hour is reached for the first grade of the salary schedule. The plan shall include but not be limited to the cost associated with implementing the September 30, 2026 minimum wage (\$15.00 per hour) at once, a gradual implementation over a period of time, and the implication to the proposed salary schedule.

PART 4 EVALUATION AND AWARD

RFP EVALUATION

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

Evaluation Scoring Criteria

	Possible Points	Points Given
1. Methodology: Specific plans or methodology to be used to perform the services. The ability, capacity, and skill of the "VENDOR" to perform the work described herein in a manner consistent with the scope of services.	40	
2. Proposals and Experience: Proposals and experience of service provider staff to be assigned to perform the services. The ability, experience, and continuity of the proposed staff, consultants, and sub-consultants to be assigned to the project including the capability of the required staff, consultants, and sub-consultants to perform the services needed within the timeframe designated. The "VENDOR" must provide assurance that the continuity of the consulting team will be maintained and not changed without prior approval of the "CITY." "VENDOR" is required to provide current resumes for the individuals that they propose for this project. The resumes must specifically describe their training, certification levels, and experience.	30	
3. Strength of overall proposal: Overall proposal submitted specifically addresses the "CITY"'s request including the basic approach and understanding of the "CITY"'s objectives.	20	
4. Price: The ability to provide a cost-efficient service. Cost will not be the sole deciding factor in the selection process but will be considered in the case of this RFP.	10	
Total Points	100	

Once the Selection Committee has independently scored all RFP submissions using the scoring criteria listed above, scores will be tallied to determine the highest-ranking "VENDOR" and a recommendation for award will be transmitted to the City Commission.

PROCEDURE REQUIREMENTS

Proposal submittals will be reviewed and ranked by the "CITY"'s Selection Committee. The Committee will recommend its ranking of the top "VENDOR" to the City Commission for approval, along with their recommendation to proceed with the negotiation of a contract to perform the proposed work. The "CITY" reserves the right to revise and/or limit the scope of professional services and to reject any and all Proposals.

KEY VENDOR PERSONNEL

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

NEGOTIATION

The "CITY" reserves the right to negotiate any and all elements of this response.

AWARD OF RESPONSE

The "CITY" reserves the right to reject any and/or all responses, to waive any minor informality or irregularity in any response, and to award the Project to the response deemed to be most advantageous to the "CITY."

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the "CITY," 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 Proposal 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" action, the "VENDOR" shall not discuss the RFP or any part thereof with any employee, agent, or representative of the "CITY" except as expressly authorized by the "CITY" point of contact identified in this RFP above for this solicitation. Violation of this restriction will result in the REJECTION of the "VENDOR"'s Proposal package.

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

“VENDOR.”

AWARD

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

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

STANDARD INSURANCE REQUIREMENTS

The “VENDOR” shall maintain, on a primary basis and at its sole expense, at all times while performing work for the “CITY”, the “Standard Insurance Requirements” described herein. “VENDORS” responding to a Request for Qualifications, Request for Proposals, 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 the commencement of any work being done for the “CITY”, a COI will be required. Work is defined as any service provided to the “CITY” by a vendor/Consultant who must access City property in order to provide the service(s). The requirements contained herein, as well as the “CITY”'s review or acknowledgment, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the “VENDOR” under this contract.

Financial Rating of Insurance Companies All insurance companies must have a 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 “VENDOR” 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, “VENDORS” 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 Consultants, 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 “VENDOR” 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, and hired automobiles. In the event the “VENDOR” does not own automobiles, the “VENDOR” shall maintain coverage for non-owned and hired 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 “VENDOR” 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) Waived for this project.

Professional or Errors & Omissions Liability Insurance (when applicable) The “VENDOR” shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability not less than **\$2,000,000**. The “VENDOR” shall endorse the “CITY” as an “Additional Insured” on the Professional and/or Errors & Omissions Liability Insurance.

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

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

Indemnification The “VENDOR” shall indemnify and hold harmless the “CITY” and their elected officials, employees, agents, representatives, and volunteers from and against any and all claims, damages, losses, and expenses (including legal costs), or liabilities based on third party claims of injury to persons or damage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of “VENDOR” or its employees, sub-contractors, agents, or representatives.

Deductibles, Coinsurance Penalties, & Self-Insured Retention The “VENDOR” 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,” the “VENDOR” shall, when requested by the “CITY,” maintain a Commercial Surety Bond in an amount equal to said deductible amount.

Waiver of Subrogation The “VENDOR” shall provide a Waiver of Subrogation in favor of the “CITY,” “VENDOR,” sub-consultant, 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 “VENDOR” to enter into a pre-loss agreement to waive subrogation without an endorsement, the “VENDOR” 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 “VENDOR” enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The “CITY” 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” 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” shall provide the “VENDOR” 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,” 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 “VENDOR” against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance (COI) The “VENDOR” shall provide the “CITY” 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” is notified that the required insurance coverage will cancel or expire during the period of this Contract, the “VENDOR” agrees to furnish to the “CITY” prior to the expiration of such insurance,

a new Certificate of Insurance evidencing replacement coverage. When notified by the "CITY," the "VENDOR" agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

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

The "VENDOR" agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the "CITY" has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – CITYs, Lessees, or Consultants, or CG 2026 Additional Insured – CITYs, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
2. Clearly indicate the "CITY" 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 and 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 "VENDOR" shall be responsible for all sub-consultants 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 "VENDOR" 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 "VENDOR" and/or sub-consultant 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 "VENDOR," nor a failure to disapprove that

insurance, shall relieve the "VENDOR" of full responsibility of liability, damages, and accidents as set forth herein.

SOVEREIGN IMMUNITY

Any agreement by the "CITY" to defend, indemnify, and hold "VENDOR" harmless shall in no way be deemed to be a comprehensive waiver of the "CITY"'s sovereign immunity and any deemed waiver of the "CITY"'s sovereign immunity under this or any agreement shall be limited to the plain terms thereof. Furthermore, any waiver of the "CITY"'s sovereign immunity, shall not be broadly construed so as to inure to the benefit of any third party, including, but not limited to, any other person, business, or public entity, unless specifically provided for in this agreement.

PART 5 - PROPOSAL DOCUMENTS

ECONOMY OF PRESENTATION

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

PROPOSAL PACKAGE GUIDELINES

To facilitate analysis of its Proposal package, the "VENDOR" shall prepare its Proposal package in accordance with the instructions outlined in this section and the checklist of items found in Part 1. If the "VENDOR"'s Proposal package deviates from these instructions, such Proposal package may, in the "CITY"'s sole discretion, be rejected.

THE "CITY" EMPHASIZES THAT THE "VENDOR" 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 11 x 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.

Proposals 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.

PROPOSAL PACKAGE SECTIONS

The "VENDOR" shall organize its Proposal package into the following major sections.

RFP COVER PAGE.

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."

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. COST: Please provide an itemized listing of the scope of work listed in Part 3 of this document and associated costs.

Tab E. ILLUSTRATIVE WORK: Complete Form 2. (Form 2 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 the 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		CITY OF WILDWOOD REQUEST FOR QUALIFICATION (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE:	DUE TIME:	RFP # 2022 - 09		
TITLE: Classification & Compensation Study				
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 #	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", respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the "CITY" 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" 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" 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 Proposal/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 "VENDOR", supplier, sub-consultant, or "VENDOR" 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 "VENDOR" shall indemnify and hold harmless the "CITY" and their elected officials, employees, agents, representatives, and volunteers from and against any and all claims, damages, losses and expenses, (including legal costs), or liabilities based on third party claims of injury to persons or damage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of "VENDOR" or its employees, Subcontractors, agents or representatives.

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 Cassandra Smith in writing via email to csmith@wildwood-fl.gov. Violation of this provision may result in disqualification 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. Vendors 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 Cassandra Smith in writing via email to csmith@wildwood-fl.gov 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 or not 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/BID's received. The City and/or his "VENDOR" 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: Vendors are hereby notified that all information submitted as a 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" 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 Vendors 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's to vendors 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. "VENDORS" or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

CITYSHIP 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 vendors 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 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 "VENDOR" will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors 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 cancel this RFP and to reject any and/or all submittals, reserve the right to waive any and all informalities or irregularities, to re-advertise with either the identical or revised specifications, 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's 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: Verison 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 firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The "VENDORS" 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 "VENDOR" shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to 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 Piggy-Backs 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/BID's 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:

(Signature and Date)

*This document must be completed and returned
with your Submittal*

HOLD HARMLESS AGREEMENT

The "VENDOR" agrees to hold the "CITY" harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use of property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of "VENDOR" or its employees, Subcontractors, agents or representatives.

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

The "VENDOR" 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 "VENDOR" stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

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, 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 workplace, 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 has 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 organization has been doing business under this name in Florida:

years

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

years

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

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

YES

(attach a detailed explanation)

NO

Form 2

ILLUSTRATIVE WORK

Work by "VENDOR" best illustrates current proposals relevant to the RFP that has 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 (Please give quantitative indications wherever possible)</u>		
<u>Nature of "VENDOR"'s Responsibility in Project (Please give quantitative indications wherever possible)</u>		
<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 "VENDOR," and submitted with formal Invitations to Bid (ITBs) and Request for Proposals (RFP) submittals. Further, "VENDORS"/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 "VENDOR"/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 "VENDOR" / Bidder's proposal as nonresponsive.

The "CITY" will not intentionally award City contracts to any "VENDOR" 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" may consider the employment by any "VENDOR" 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".

"VENDOR" 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 "VENDOR"/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

Notary Commission Number/Expiration

Printed Name of Notary Public

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