



**REQUEST FOR PROPOSAL**  
**for**  
**Biosolids Processing Rental Agreement**

**RFP # 2024-20**

**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.

<b><u>ACTION</u></b>	<b><u>COMPLETION DATE</u></b>
Issue RFP	February 2, 2024
Last Day for Questions	February 13, 2024
Addendums Posted (If Necessary)	February 16, 2024
Submission Deadline	February 27, 2024 @ 11:30 A.M.
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 February 27, 2024 at 11:30 A.M. 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 February 13, 2024 will be considered. Questions will not be answered over the phone. Questions regarding the RFP process must be in writing via email to [trigwood@wildwood-fl.gov](mailto:trigwood@wildwood-fl.gov) or faxed to (352) 330-1338 Attention: Thomas J. Rigwood.
- 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. Public Works Director, Jason Martin, Asst. Director of Utilities, and Wayne Buchard, Water/Wastewater Operations Manager.
- 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](http://WWW.WILDWOOD-FL.GOV)) 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.

## **PART 2 - INTRODUCTION**

### **PURPOSE**

The City of Wildwood requests qualifications for professional services to provide portable sludge processing equipment to help the city to manage class B sludge processing. The professional services are to include but are not limited to: trailer mounted sludge processing equipment for rental while the city's belt press is down. The city intends to meet class B sludge according to their operating permit. The City intends to develop an ongoing collaborative partnership with the professional service provider to continually explore ways of improving upon this approach to sludge processing in terms of cost-effectiveness and post-treatment water quality management tools.

Each Contractor's submitted qualifications, experience and compensation schedule will be utilized in determining the most responsive firms.

It is necessary for Proposers to read the information contained in this Request for Proposal (RFP) to understand how to submit the proposal, what documents must accompany the proposal and what legal obligations the Proposer is submitting by providing a successful proposal. Any Proposer that wishes to be considered for this work must submit the information requested in this RFP and proposals must be received by the City of Wildwood by 11:30 A.M. on February 27, 2024.

The City of Wildwood, Florida ("the CITY") is interested in selecting a qualified Contractor ("VENDOR") that can provide the required services pursuant to Section 287.057, Florida Statutes. The "CITY" requests that qualified "VENDOR" s submit letters of interest and proposals for consideration in the selection of Biosolids Processing Rental Company. The "CITY" may select, or not select, at their sole discretion, any Contractor that the "CITY" feels will best address their needs.

### **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. Each 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 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/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" 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 "VENDOR" 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 "VENDOR" in connection with its contract obligations. The "VENDOR" 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 "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 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 an 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 "VENDOR" 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 "VENDOR" 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 three (3) year 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.



## PART 3 - SCOPE OF SERVICES

The City of Wildwood, Florida ("CITY") is interested in selecting qualified professional services to provide Biosolids Processing Rental Equipment to assist with maintaining class B sludge processing. The professional services are to include, but are not limited to, rental of some type of Class B sludge processing equipment that needs to be trailer mounted for transport and setup. All equipment will need to be included to process sludge from a digester. The City intends to develop an ongoing collaborative partnership with the professional service provider to continually explore ways of improving upon sludge processing in terms of cost-effectiveness and post-treatment water quality management tools.

The City of Wildwood, FL intends to enter into an long-term partnership for Biosolids Processing Rental Equipment.

The objective with outsourcing the service is to ensure the City's biosolids system is:

1. Compliant with OSHA, NSF, FDEP and AWWA standards.
2. Maintain continues processing during times of system malfunctions.
3. Prevent emergency sanitary sewer overflows due to processing breakdowns.

### MINIMUM QUALIFICATIONS OF PROPOSING SERVICE PROVIDERS

For your firm to be considered, the City is requiring the following minimum qualifications:

- The proposed Service Provider must demonstrate a minimum of ten (10) rental contracts. Provide a contact list, with names and telephone numbers, of at least five (5) current rental clients.
- The proposed Service Provider must have been in business a minimum of fifteen (15) years and have no current pending litigation.
- An administrative contact, directly employed by the Service Provider, located within a reasonable driving distance to provide serviceability deemed appropriate by the City.
- The Service Provider can meet the minimum insurance coverage demanded with a provider with AM Best rating of A- or better. The required minimum insurance demanded by the City is outlined in **Attachment A** at the end of the RFP document.

### INSPECTION & EVALUATION

The selected Service Provider will provide trained personnel directly employed and supervised by the Service Provider to perform all set up, inspections, and diss-mantling of the rental equipment.

If any of the inspections are to be performed by a sub-Service Provider and not direct employees, it must be indicated in your proposal document.

### SLUDGE QUALITY

The selected Service Provider will provide trained personnel to direct city employees how to use the equipment in the correct way.

- The sludge cake needs to meet Class B sludge for disposal to Compost USA.
- Equipment can be a screw-press or centrifuge.
  - Equipment must be trailer mounted for easy setup; all equipment needed for processing sludge will be part of the contract.
- A qualified representative of the selected Service Provider, acceptable to the city, will train all city employees on how the equipment will work.

Related work is to be performed by a sub-Service Provider and not direct employees; it must be indicated in your proposal document.

### **SERVICES PROVIDER**

The selected Service Provider will provide trained personnel directly employed and supervised by the Service Provider to provide the experience, support, equipment, labor, and materials necessary to perform the schedule and scope of work to meet all local and State regulatory standards.

### **MISCELLANEOUS SERVICES**

The selected Service Provider must provide the expertise, support, equipment, labor, and materials critical to perform long-term maintenance and safeguard water bodies. Miscellaneous Services shall include, but may not be limited to:

- Maintenance related project consulting, management, and scheduling.
- Structural repair consulting, management, engineering, and emergency repairs services.
- Protection of any surrounding buildings, houses, vehicles, boats, bodies of water and any other property in the immediate vicinity of a sludge processing operation.
- Support services, products, material, and installation expertise of sludge quality technologies, for class B facilities.

### **MAINTENANCE OF TRAFFIC (MOT), VISIBILITY, AND SAFETY**

All personnel must wear ANSI Class III approved reflective safety vests anytime work is being performed within City right-of-way. Appropriate Maintenance of Traffic (MOT) shall be per FDOT specification and used when personnel and equipment will be conducting work in or around traffic or pedestrians. Contractor shall have basic and intermediate level FDOT MOT Certified staff that are actively working within the Right-of-Way.

## **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 RFP's received in accordance with this Request for Proposals will be evaluated using the following criteria.

#### **Evaluation Scoring Criteria**

	<b>Possible Points</b>
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
<b>Total:</b>	

### **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 should 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 an 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, Thomas J. Rigwood Asst. Public Works Director or Jason Martin, Asst Director of Utilities 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 a 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 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 Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **\$1,000,000** for 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** for 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** for 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 – 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 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 with 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, to prohibit 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 “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 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 “VENDOR”, 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. The emphasis in each proposal's 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.

**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**  **Partnership**  **Proprietorship**  **Joint Venture**  **Other**   
**If Corporation:**  
**Date of Incorporation:** \_\_\_\_\_ **State of Incorporation:** \_\_\_\_\_  
**States Registered in as Foreign Corporation:**

**Authorized Signature:**  
**Print Name:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

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

# 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	
<b>DUE DATE:</b>	<b>DUE TIME:</b>	<b>RFP # 2024 - 20</b>	
<b>TITLE:</b> Biosolids Processing Rental Agreement			
<b>VENDOR NAME:</b>		<b>PHONE NUMBER:</b>	
<b>VENDOR MAILING ADDRESS:</b>		<b>FAX NUMBER:</b>	
<b>CITY/STATE/ZIP:</b>		<b>E-MAIL ADDRESS:</b>	
<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
<b><i>This form must be completed and returned with your Submittal</i></b>			

# 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 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 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 disapproval 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 the \_\_\_\_\_ 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 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:** Vendors 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 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 CONTRACTOR 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 \_\_\_\_\_ 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'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:** Next 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.

**OBIGATION 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 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 Contractor 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 \_\_\_\_\_. 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 \_\_\_\_\_ 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 \_\_\_\_\_, 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 agrees to hold the City of Wildwood harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

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 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.
- Make 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.***





\_\_\_\_\_ 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 document must be completed and returned with your Submittal.***

FORM 1

**VENDOR PROFILE**

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Submitted by (*Company Name*):

---

**Corporation**                      **Partnership**                      **Individual**                      **Joint Venture**

---

Other                      Describe:

---

Florida Electrical 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 electrical 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 electrical contracts?

---

YES

*(attach a detailed explanation)*

NO

---

FORM 2

**BID FORM**

*Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by City for the duration of the three (3)-year term contract.*

<b>JOB CLASSIFICATION</b>	<b>REGULAR HOURS HOURLY RATE</b>	<b>AFTER HOURS HOURLY RATE</b>
Equipment Rental	\$	\$
Trainer	\$	\$
Apprentice/Laborer	\$	\$
Permit Fee Reimbursement	<u>At Actual Cost</u>	

<b>EQUIPMENT WITH OPERATOR</b>	<b>HOURLY RATE</b>
Equipment	\$
Pickup and delivery of equipment	\$
Maintenance	\$
(note is equipment rental daily, weekly, monthly)	\$
	\$

<b>PARTS &amp; MATERIALS MARK-UP</b>	<b>PERCENTAGE</b>
Percentage ( <b>Not to exceed 10%</b> )	%

Notes:

1. "After Hours" price shall not exceed two times that of the normal operating price.
2. Contractors will bill for parts and materials at wholesale cost + percentage mark-up in an amount not to exceed 10 percent. Supplier invoices must be attached to all invoices as applicable.
3. Costs for additional equipment rates can be included in rows provided under **EQUIPMENT WITH OPERATOR** table.

*If requested by City, Contractor must return any damaged parts to City after performing repairs.*

Authorized Signatory:

(Signature)

Title:

FORM 3

**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 &amp; 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>
<u>Contractor Fees (In Thousands)</u>		
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

### PROFESSIONAL SERVICES AGREEMENT Biosolids Processing Rental Agreement

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2023, 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

WHEREAS, the City has need of professional services for Biosolids Processing Rental Agreement and

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 # 2024-20 – Request for Biosolids Processing Rental Agreement.

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 Fire and Intrusion Alarm Monitoring, Maintenance and Repair Contractor, and will work with the City to provide said services in accordance with the scope of services outlined in RFP # 2024-20.
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. Contractors 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 on a monthly basis an itemized invoice detailing all of Contractor's hours, services, expenses and any other services utilized by the City during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule. The contractor shall compute the total amount due for the preceding month and all amounts due. Contractor shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. The 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 the 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 # 2024-20, 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: \_\_\_\_\_