Request for Proposal

NO. 2020-05

2050 COMPREHENSIVE PLAN

Issued by The City of Wildwood, Florida

Development Services Department

Proposals to be submitted by:

May 29, 2020 at 5:00 p.m.

Proposals may be submitted via certified mail, express mail or hand delivered to:

City of Wildwood
City Clerk
100 N Main Street
Wildwood, FL 34785
SUBMISSION REQUIREMENTS

Consultants are invited to submit proposals to the City of Wildwood Development Services Department for RFP #2020-05.

All questions pertaining to this Request for Proposal (RFP) should be directed, in writing, to Melanie Peavy, Development Services Director, 100 N Main Street, Wildwood, FL 34785, by facsimile (352) 330-1338, or by email mpeavy@wildwood-fl.gov. Any addenda to this RFP shall be made on the City website. It is the sole responsibility of those submitting an RFP to check the website for addendums. These questions are due by 5 pm May 1, 2020. Final addenda will be posted by 5 pm May 8, 2020.

Proposers must submit one (1) original response unbound marked “Original” and four (4) bound copies marked “Copies" of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and “RFP #2020-05: City of Wildwood 2050 Comprehensive Plan” addressed and delivered to:

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

All proposals must be received by the City Clerk before 5:00 p.m. on May 31, 2020. Any proposals received after this date and time will be automatically rejected. Materials may be delivered by certified mail/return receipt, express mail, and hand delivered or couriered. Faxed or emailed proposals will be automatically rejected. Hand delivered qualification documents may request a receipt. If sent by mail or courier, the above mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain “express mail” services will have to meet the required time frame of submittal or be deemed automatically rejected. It is the sole responsibility of the proposer to ensure their proposal is received in a timely manner.

The City of Wildwood reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for RFP’s, and to separately accept or reject any item or items and to negotiate contracts in the best interest of the City of Wildwood.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the City.
REQUEST FOR PROPOSAL

PURPOSE

The City of Wildwood is seeking proposals from qualified consultants with expertise in comprehensive planning requirements in Florida to evaluate the City’s 2035 Comprehensive Plan and develop the City’s 2050 Comprehensive Plan. The new plan should address existing conditions, visioning for the future, growth, annexation and redevelopment opportunities. The new plan should be easy to apply and interpret. Specific area plans and sector plans should be considered for key locations. The Plan will be adopted by the City Commission per F.S. 163.3184.

COMMUNITY PROFILE

The City of Wildwood is located along U.S. 301, near the juncture of Interstate 75 and Florida’s Turnpike in Central Florida. Wildwood is in Sumter County, is 20 miles south of Ocala, 50 miles northwest of Orlando, 75 miles northeast of Tampa and 90 minutes from either the Gulf or Atlantic coast. The City of Wildwood includes portions of The Villages development, a rapidly growing retirement community that encompasses multiple counties and municipalities. The City also has a Community Redevelopment Area and a working CSX switching station in the downtown area. The City occupies 57.26 square miles and serves a population of 12,887, a 26% increase from 2018. The City’s population has doubled since 2010. The median household income is $38,945.

CURRENT PLANS

The City has studies which should be reviewed by consultants during the planning process. The failure or neglect of a proposer to receive or examine a document shall in no way relieve it from any obligations under its proposal or the contract. These include:

- 2035 Comprehensive Plan. The current comprehensive plan has been modified extensively through the amendment process since its adoption in 2010. The Community Planning Act of 2011 has made the current Comprehensive Plan obsolete.
- Interlocal Service Boundary and Joint Planning Agreement, Ordinance O2012-18 & Ordinance O2017-20.
- Lake-Sumter MPO TIP 2019.
- Community Redevelopment Area. The initial CRA was originally created in 1996 and an expansion of the CRA was done in 2006.
- Unity Enhancement and Redevelopment Action and Strategic Plans. Created in 2017 and 2018 to revitalize the downtown area.
- Public School Interlocal Agreement, 2006.
- Park Master Plan, completed 2016.
CITY OF WILDWOOD 2050 COMPREHENSIVE PLAN SHOULD INCLUDE THE FOLLOWING ELEMENTS:

Each element should have two separate documents. One document should be the data and analysis report that includes maps, charts, graphics, tables and a narrative explanation. One document should be the goals, objectives and policies derived from the data and analysis report. All elements shall include items required in F.S. 163.3177. The completed plan and all map shapefiles will become the property of the City for its exclusive use.

- **Future Land Use Element**
  - Include historic preservation components
  - Public school siting
  - Map Series
- **Transportation Element**
  - Include streets projected to be accepted by the City based on The Villages new development
  - Map Series
- **Housing Element**
- **Public Facilities Element**
- **Conservation Element**
- **Recreation and Open Space Element**
  - Include historic preservation components
  - Map Series
- **Intergovernmental Coordination Element**
  - Public school siting
- **Capital Improvements Element**
- **Property Rights Element**
  - Per F.S. 163.3177(6)(i) SB410 (2020 session)

CITY OF WILDWOOD 2050 COMPREHENSIVE PLAN SHOULD INCLUDE THE FOLLOWING ITEMS:

- **Community Profile and Character**
  - Brief historical overview of the community
- **Demographics**
  - Reflect current and projected demographic and socioeconomic trends and their implications on land use patterns
- **Growth and Annexation**
  - Analyze undeveloped areas in the JPA to determine appropriate land use, infrastructure needs, recommendations on development timing
- **Special Area plans/Sector plans**
  - Oxford
  - Wildwood Central
  - Wildwood South

SCOPE OF SERVICES/DELIVERABLES

The consultant will perform the following tasks:
Phase I – Survey, data collection and citizen input

- Public and Stakeholder Engagement. The consultant should include a plan for public engagement in their proposal. A variety of methods shall be used to encourage broad and diverse public involvement, some of which could include stakeholder interviews, a steering committee, an interactive website, presentations to the Planning and Zoning Board/Special Magistrate and City Commission, open houses and public workshops or meetings. The consultant is encouraged to propose other innovative public engagement methods. Comments and suggestions made through the participatory process should be summarized in a report format.

- Existing Conditions. The consultant should analyze key current conditions in the City. The existing conditions analysis should include a market study to address recent changes in the housing market and economic conditions along with an examination of demographics, land use and zoning, transportation, the natural environment, community services and infrastructure, and image and identity.

Phase II – Initial draft/recommendations

- Vision/Key Recommendations. The consultant should prepare vision, goals and objective statements for the project as well as key recommendations and identifying any significant problems with the proposed plan through preparing a brief memorandum, presentation or similar document. Key recommendations may include special area plans for Oxford, 466/301 Mixed Use, South Wildwood and Wildwood Central Sub-districts.

Phase III – Draft Presentation/review

- Draft Plan. The consultant should provide a draft to be reviewed by City staff, steering committee, Planning and Zoning Board/Special Magistrate, and City Commission in order to analyze information and data from the existing conditions research, the public engagement process, and the response to the presentation of key recommendations. A series of meetings may be necessary that include a presentation to the steering committee, an informational open house, and presentations to the Special Magistrate and the City Commission.

Phase IV – Revision to Draft Plan

- Once input has been provided at the various levels of participation, the consultant shall make appropriate changes to the plan and submit to the City.

Phase V – Final Plan

- The consultant will provide one (1) printed color copy and one (1) digital copy with print-ready graphics in .pdf format. The digital copy shall not be protected or prevent future editing. The final plan shall include both documents for all required elements, all maps and special area plans to staff for presentation to the Special Magistrate for a recommendation to forward the final plan to the City Commission for transmittal to DEO for comments. All maps included in the plan shall also be provided separately in .pdf format. All maps shall be prepared using GIS software and all component files (i.e. shapefiles) shall be provided digitally. The consultant will address any outstanding comments from state agencies and provide any needed documentation. Once all comments are satisfied, the City Commission will adopt the final plan.

- Any other documents or files, as agreed upon by both parties.
PROPOSAL SUBMISSION REQUIREMENTS

Each proposal shall include the following information:

- **Primary contact** - Provide the name and title of the person who will be the primary contact and manager for the contract, plus contact phone number, email and mailing address.

- **Company information** - Provide an overview of the history of the company, range of services typically provided, expertise, number of employees and states in which company operates.

- **Consultant qualifications** - Provide a summary of three (3) projects or related work that the consultant has recently completed. Include similarities in scope of work and other relevant information as it pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond three may be provided without the inclusion of summaries.

- **Detailed approach** - Review the scope of services and provide a detailed approach for completing the services and providing the deliverables requested. Review the scope of services and provide a detailed approach to and methodology for completing the services and providing the deliverables requested. This section shall also include a preliminary proposed timeline, initial cost estimate and hourly rates for the key personnel identified.

- **Available capacity** - The consultant shall provide a statement confirming that it has the available capacity within its current personnel and workload to complete the scope of work within this RFP. Professional resumes of key personnel and any relevant previous work product as deemed appropriate by the consultant shall be included. Consultants that anticipate subcontracting portions of the project must state this fact in the proposal and clearly identify the subcontracting consultant(s). Following the award of contract, no additional subcontracting will be allowed without the prior written consent of The City. The consultant shall provide a statement noting any conflicts of interest that may exist with other clients or projects currently underway.

ECONOMY OF PRESENTATION

Each proposal package shall be prepared simply and economically, providing a straightforward, concise description of the respondent’s capabilities to satisfy the conditions and requirements of this RFP. Emphasis in each proposal package must be on accuracy, completeness and clarity of content. To expedite the evaluation of proposal packages, it is mandatory that respondent follow the format and instructions contained herein. If the respondent’s proposal package deviates from these instructions, such proposal package may, in the City of Wildwood’s sole discretion, be rejected. 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.

**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.

**EVALUATION PROCEDURES**

Each proposal will be evaluated to determine the ability to provide the required services and have the proper fit with the City. The proposal should follow all the procedures in this document and send the sealed RFP information to the City of Wildwood by the due date and time. Once the RFP’s are received, the selection committee members will independently review each submittal and score each RFP based on the evaluation criteria. The City’s decision to select a consultant will be based upon the following criteria, plus any other relevant factors that would further demonstrate a consultant’s qualifications:

- **Completeness of proposal** 0-25 points
- **Consultant qualifications** 0-25 points
- **Detailed approach** 0-25 points
- **Available capacity** 0-25 points
- **Total available** 100 points
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 RFP. 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.

ADDITIONAL CONSIDERATIONS AND REQUIREMENTS

- All conditions and requirements set forth in this RFP shall become conditions of the price proposal for services unless otherwise stated. No claim for additional compensation will be allowed based upon the lack of knowledge or understanding of any of the contract documents or the scope of services. Proposals shall be in compliance with the contract documents/scope of services.
- Manner of Payment - Progress payments may be billed based on the percentage of work completed and will be payable within 30 days of approved invoice by the City.
- Examination of RFP Documents
  - Each respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the respondent in no way relieves the respondent of the obligations and responsibilities assumed under the contract.
  - Should a respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, respondent shall notify the Development Services Director in writing prior to the response question due date.
- Governing Laws and Regulations
  - The respondent 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 for services rendered.
- Signature of Respondent
  - The respondent must sign the response forms in the space provided for the signature. If the respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer’s authority to sign the response must be submitted. The respondent shall state in the response the name and address of each person interested therein.
- Cost of Proposal
  - The City of Wildwood assumes no responsibility or liability for the costs incurred by the submitting consultant to prepare and/or submit a proposal. The entire cost of preparing and submitting qualification documents, or any work in connection therewith will be borne by the submitting form or team of consultants.
- Insurance Terms and Conditions
Proof of Professional Liability Insurance: Provide a current insurance certificate providing proof of Professional Liability Insurance. The successful respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional Liability Insurance in the form of a certificate of insurance issued on behalf of The City of Wildwood by companies acceptable to The City at the following minimum limits and coverages with deductible amounts acceptable to the City:

- Comprehensive General Liability Insurance: $1,000,000.00
- Professional Liability Insurance: $1,000,000.00

Respondents to this RFP shall sign the following attached documents and return with their proposal:
- Proposer’s Certification
- Proposal Form for City of Wildwood
- Statement of Terms and Conditions
- Hold Harmless Agreement
- Drug Free Workplace Certificate
- Public Entity Crimes Form
- Conflict of Interest Disclosure Form
- Illustrative Work

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the City, as a public entity, may not consider a proposal 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.

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. 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.

TRUTH IN NEGOTIATIONS

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

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for a fixed term.

KEY PERSONNEL

In submitting a proposal package, the consultant is representing that each person listed or referenced in the proposal 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.

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 for this solicitation. Violation of this restriction will result in rejection of the respondent’s proposal 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, Melanie Peavy, Development Services Director, shall be considered pertinent to this RFP. Only communications from the respondent that are signed and in writing will be recognized by the City of Wildwood as duly authorized expressions on behalf of the respondent.

AWARD

It is understood that the City of Wildwood is not obligated to make an award under or as a result of this RFP or to award such contract. The City of Wildwood reserves the right to award such contract, if any, to the best qualified respondent(s). The City of Wildwood has the sole
discretion and reserves the right to cancel this RFP, and to reject any and all proposal 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.
# 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

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<th>DUE TIME:</th>
<th>RFP #</th>
<th>2019 - 02</th>
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**TITLE:** ELECTRICAL SERVICES

**VENDOR NAME:**

**PHONE NUMBER:**

**VENDOR MAILING ADDRESS:**

**FAX NUMBER:**

**CITY/STATE/ZIP:**

**E-MAIL ADDRESS:**

“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.”

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“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.”

___________________________________________________  _______________________________________________

Authorized Agent Name, Title (Print)  Authorized Signature  Date

*This form must be completed and returned with your Submittal*
Name of Vendor Submitting Proposal ____________________________________________

Name of Person Submitting Proposal ____________________________________________

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
PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a crime shall not not submit a RFP/BID or Re-Proposal (RFP/BID) on account of the conviction. Any person that is convicted of any crime in the State of Florida, or any other applicable state law.

CLAIMS: A person or affiliate who has been placed on the convicted vendor list following a conviction for a crime shall not not submit a RFP/BID or Re-Proposal (RFP/BID) on account of the conviction. Any person that is convicted of any crime in the State of Florida, or any other applicable state law.

INDEMNIFICATION: 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 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.

PRICE REQUESTED: The Contractor shall submit a request for pricing, in no manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance of the terms and conditions outlined and agreed upon herein.

ANTU 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 heretofore is subject to the provisions of Chapter 119 of the Florida Statutes.

INTERPRETATIONS AND ADDENDA: No oral interpretations shall be made to any vendor to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the City of Wildwood 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 electronic means to all attending prospective Bidders prior to the receipt of the RFP/BID Documents. Each Vendor shall acknowledge receipt of such addenda, and, if not received, shall be construed as though it had been received. Violation of this provision may result in disqualification of the Contractor.

Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Employee to whom the request or as the result of response by the public to the request of terms and conditions. The City reserves the right to make inquires and or to quote an equivalent, but not less advantageous, product.

VENDOR RESPONSIBILITY:

- The Vendor must acknowledge receipt of this bid and will be responsible for the labeling, identification and any other applicable state law.
- The City of Wildwood, a political subdivision of the State of Florida, and reserves the right to reject any submission that is not submitted and/or is not in conformance with the request for proposal specifications. The City reserves the right to reject any or all submissions without notice. The City reserves the right to reject the submission of any Vendor in ains 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 financial services manager.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID are exempt from any taxes imposed by the State and are not subject to the Florida Statutes, and any other applicable state law.

This document must be completed and returned with your Submittal.
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 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 work place, the vendor’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that my be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFP or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFP or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place 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. 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

18
Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (printed name) ___________________________ and the duly authorized representative of the vendor of (Vendor Name) ___________________________, and that I possess the legal authority to make this affidavit on behalf of myself and the vendor for which I am acting; and,

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

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

EXCEPTIONS (List)

Signature: ____________________________________________________________

Printed Name: _________________________________________________________

Vendor Name: _________________________________________________________

Date: ______________

State of ______________

County of __________

Sworn to and subscribed before me this ________ day of _______________ 20___

Personally Known ________

OR Produced Identification ________, Type of Identification __________________

My Commission Expires _________________

____________________________________________

(Printed, typed or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL PACKAGE
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 three (3) projects.

<table>
<thead>
<tr>
<th>Project Name &amp; Location</th>
<th>Client’s Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager:</td>
<td></td>
</tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Completion Date (Actual or Estimated):</td>
<td></td>
</tr>
<tr>
<td>Contractor Fees (In Thousands)</td>
<td>Client Contact Name, Title, Email Address and Telephone Number:</td>
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<tr>
<td>Entire Project:</td>
<td></td>
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<tr>
<td>$</td>
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<tr>
<td>Work for which vendor was/is responsible:</td>
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<td>$</td>
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</tbody>
</table>

Scope of Entire Project  (Please give quantitative indications wherever possible)

Nature of Vendor's Responsibility in Project  (Please give quantitative indications wherever possible)

Vendor’s Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City’s Project