

REQUEST FOR QUALIFICATIONS



PROFESSIONAL ENGINEERING SERVICES for WASTEWATER TREATMENT FACILITY EXPANSION

RFQ # 2022-01

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

**352-330-1330 (Phone)
352-330-1339 (Fax)**

CALENDAR OF EVENTS / RFQ TIMELINE

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

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFQ	December 13, 2021
Last Day for Questions	January 7, 2022
Addendums Posted (If Necessary)	January 14, 2022
Submission Deadline	January 28, 2022 (11:00 a.m.)
Selection Committee Meeting	February 3, 2022
Vendor Presentations (If Necessary)	February 7, 2022
Award and Enter into Contract Negotiations	February 14, 2022

PART 1 - INTENT AND GENERAL INFORMATION

REQUEST FOR QUALIFICATIONS

Sealed qualifications will be received by the CITY OF WILDWOOD at City Hall located at 100 N Main Street, Wildwood, Florida 34785 until 11:00 am on January 28, 2022. Proposers shall take careful notice of the following conditions of this Request for Qualifications:

- Submissions by fax, email, 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 qualifications at any time until the deadline for submission of qualifications.
- All questions received by January 7, 2022 will be considered. Questions will not be answered over the phone. Questions regarding the RFQ process must be in writing via email to jmchugh@wildwood-fl.gov
- Do not attempt to contact any Selection Committee Member, staff member, or any person other than Jason McHugh for questions relating to this project. Anyone attempting to lobby CITY OF WILDWOOD representatives shall be disqualified. The Selection Committee Members shall be Cassandra Smith, Assistant City Manager/CFO; Mark Odell, Utilities Director; Jason Martin, Utilities Superintendent; Wayne Bouchard, Wastewater Manager; and Bradley Arnold, Sumter County Administrator.
- 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 rankings. 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 FIRM TO MONITOR WILDWOOD'S WEBSITE (WWW.WILDWOOD-FL.GOV) FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

QUALIFICATION DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

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

- ☒ One (1) original, one (1) electronic single PDF version on a CD or Flash Drive of the original RFQ in its entirety not password protected, four (4) copies of the original RFQ packet, and one (1) copy of the Work Product Sample package
- ☒ Tab A – RFQ Cover Page/ Introduction
- ☒ Tab B1 - Business Organization
- ☒ Tab B2 – Major Participants
- ☒ Tab B3 – Relevant Experience
- ☒ Tab B4 – Respondent's personnel

- ☒ Tab B5 – Respondent's Consultants
- ☒ Tab B6 – Cost Control
- ☒ Tab B7 – Scheduling
- ☒ Tab B8 – Information Management
- ☒ Tab B9 – Conflict Resolution
- ☒ Tab B10 – Quality Control
- ☒ Tab B11 – Safety
- ☒ Tab B12 – Joint Venture
- ☒ Tab B13 – Local Business
- ☒ Tab B14 – Financial Capability
- ☒ Tab B15 – References
- ☒ Tab B16 – MBE preference
- ☒ Tab C – Additional Required Documents

- Proposer's Certification / Addenda Acknowledgement Form
- Qualification Form
- Statement of Terms and Conditions - statement must be signed and returned with the RFQ form.
- Hold Harmless Agreement
- A sworn, notarized Drug Free Workplace Certificate must accompany each Qualification Package or alternate RFQ.
- 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 Qualifications Form (if applicable).
- A Certificate of Insurability (COI) shall accompany each Qualification or alternate qualification, in the amounts as prescribed by the City.

PART 2 - INTRODUCTION

PURPOSE

The City of Wildwood, Florida ("CITY") is interested in selecting a qualified engineering firm ("FIRM") that can provide the required services pursuant to Section 287.055, Florida Statutes, entitled the "Consultants Competitive Negotiation Act" (CCNA). The CITY requests that qualified firms submit letters of interest and qualifications for consideration in the selection of an engineering consultant to complete the planning, design, permitting, and construction administration for expansion of the City of Wildwood's Wastewater Treatment Facility ("WWTF"). The CITY may select, or not select, at their sole discretion, any firm that the CITY feels will best address their needs.

PROJECT OBJECTIVES

The CITY is seeking qualification statements from engineering firms for expansion of the City's WWTF located at 1290 Industrial Drive, Wildwood, Florida. The City's existing WWTF is a 3.55 Million Gallon per Day (MGD) annual average daily flow permitted capacity domestic water reclamation facility consisting of: a rotary drum screen, flow equalization, oxidation ditches, cloth-media disc filters, chlorine contact basins, an aerobic biosolids digester and a belt press for biosolids de-watering, and two lined reject holding ponds. This plant is operated to provide secondary treatment with high-level disinfection (using sodium hypochlorite) and meets Class I reliability.

The City of Wildwood Utility Master Plan concluded the WWTF will require expansion to 6 MGD to meet future demands. In lieu of expansion of the WWTF at the Industrial Drive property, the CITY may seek to construct an alternative WWTF, the size of which has yet to be determined, on another site.

The scope of the project will include planning, design, permitting, and construction administration for the selected alternative. The CITY intends to utilize a Construction Manager At Risk ("CMAR") to oversee the construction of the expansion. The CMAR will be selected through a separate RFQ process.

SELECTION PROCESS

Selection of the FIRM will be in accordance with Florida Statue 287.055(g), through the following process:

1. Request for Qualifications (RFQ). Selection will be based on the criteria as defined within this Request for Qualifications. The CITY has the absolute ability to select the FIRM(s) strictly based on the response to this RFQ. However, review of responses by CITY may result in a short-list of FIRMS to be interviewed.
2. After interviews (if required), FIRMS will be ranked, with the highest ranked FIRM selected to enter contract negotiations.

QUALIFICATIONS SUBMISSION FORMAT AND REQUIREMENTS

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

GENERAL SELECTION CRITERIA

The CITY's intent is to minimize the cost to FIRMS who are responding to this request for qualifications, therefore FIRMS 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 Selection Committee Members. The CITY is seeking thoughtful, tightly focused qualifications that document the FIRM'S suitability for this Project and understanding of the Project and CITY. Experience must be described by each FIRM, if there are multiple firms proposed as one team.

The services being sought under this RFQ are professional in nature. Consequently, the evaluation of the

qualifications will be based upon the capabilities of the respondents and will result in an award that is in the best interest of the CITY. Factors to be considered in the evaluation include:

- Capability of the FIRM to deliver the proposed services. Relevant experience and qualifications of the proposed project manager and key personnel.
- Proven experience as demonstrated with recent projects (either completed or underway) of similar project type, size, scope, and complexity for local government agencies within the State of Florida.
- Responses from a minimum of three references.
- Composition, qualifications, and diversity of the skillset of the project team for the services required by this RFQ.

ADDITIONAL CONDITIONS

- The CITY reserves the right to reject any or all qualifications received, to request additional information, or to extend the deadline for submittals.
- Confidentiality of Documents: Upon receipt of qualifications by the CITY, the qualifications shall become the property of the CITY without compensation to the FIRM, for disposition or usage by the CITY at its discretion. The details of the qualification documents will remain confidential until final award.
- Costs to Prepare Responses: The CITY assumes no responsibility or obligation to the FIRMS and will make no payment for any costs associated with the preparation or submission of these qualifications.
- Equal Employment Opportunity: During the performance of any contract with the CITY, the FIRM agrees as follows: The FIRM 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 QUALIFICATIONS DOCUMENTS

- Each FIRM shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the contract. Ignorance on the part of the FIRM will in no way relieve him/her of the obligations and responsibilities assumed under the contract.
- Should a FIRM find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the CITY in writing by contacting Jason McHugh, City Manager, via email to jmchugh@wildwood-fl.gov.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

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

established RFQ scheduled deadline.

GOVERNING LAWS AND REGULATIONS

The FIRM 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 QUALIFICATION

Signature of the FIRM: The FIRM must sign the Qualification forms in the space provided for the signature. If the FIRM 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 FIRM name and the words, "Member of the Firm" should be written beneath such signature. If the FIRM is a corporation, the title of the officer signing the RFQ on behalf of the corporation must be stated and evidence of his/her authority to sign the RFQ forms must be submitted. The FIRM shall state in the Qualification Form the name and address of each person interested therein.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the CITY, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the CITY 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 FIRM 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 is a governmental agency under Florida law and exempt from Florida sales tax. The tax exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by a FIRM in connection with its contract obligations. The FIRM shall be responsible for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The CITY actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The FIRM 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 FIRM must be able to verify an employee's eligibility to work in the U.S. upon demand by the CITY throughout the duration of the contract.

CITY OF WILDWOOD

The CITY is a unit of local government and as such reserves the right to cancel this RFQ and to reject any and/or all RFQ packages, reserves the right to waive any and all informalities or irregularities in the RFQ or

examination process, to re-advertise with either the identical or revised specifications, and reserves the right to award the RFQ and/or contracts in the best interest of the CITY.

CONFLICT OF INTEREST DISCLOSURE

Each FIRM shall complete and have notarized the attached disclosure form of any potential conflict of interest that the FIRM 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 qualifications 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 FIRM 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 shall be entitled to audit the books and records of the FIRM or any sub-consultant to the extent that such books and records relate to the performance of the contract. Such books and records shall be maintained by the FIRM for a period of three (3) years from the date of final payment under the Agreement and by the sub-consultant for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

PART 3 SCOPE OF SERVICES

The CITY desires to acquire the services of qualified professional engineering FIRM to provide the following services:

GENERAL SCOPE OF SERVICES:

The CITY anticipates the following general scope of services, but reserves the right to modify, add or delete any services.

The FIRM's services shall include, but not be limited to the following services:

- Perform a WWTF expansion alternative analysis with the long-term objectives and goals for the CITY in mind. Provide guidance and recommendations to the CITY based on the alternatives analysis to help choose a path forward to meet the future sanitary sewer demands of the CITY. The expansion may consist of on-site expansion, new off-site facility, or combination of both.
- Develop a facility plan and Preliminary Design Report (PDR) for the selected alternative based on the alternative analysis described above.
- The planning, design, and construction administration services for the rehabilitation and expansion as determined in the alternatives analysis.
- The planning, design, and construction administration services for the required wastewater transmission system improvements.
- The planning, design, and construction administration services for the required reclaimed water transmission system, storage, and effluent disposal improvements.
- Coordination with the CITY's CMAR Contractor.

TERM OF CONTRACT

TBD

PART 4 EVALUATION AND AWARD

RFQ EVALUATION

This Request for Qualifications includes following all the procedures in this document and sending the sealed RFQ information to the CITY by the due date and time. Once the RFQ's are received, the Selection Committee Members will independently review each submittal and score each RFQ based on the evaluation criteria. All RFQ's received in accordance with this Request for Qualifications will be evaluated using the following criteria.

Evaluation Scoring Criteria

	Possible Points	Points Given
1. Relevant Experiences	30	
2. Experience of Key Proposed Personal	25	
3. Approach to Project Management	20	
4. References	10	
5. Quality of Submittal	10	
6. Minority Business Enterprise	5	
	Total:	

Once the Selection Committee Members have independently scored all RFQ submissions using the scoring criteria listed above, scores will be tallied to determine the highest-ranking FIRM for award by the CITY to enter contract negotiations. The Selection Committee may make recommendations based on the scoring of the RFQ submittals alone, without requiring formal presentations, at their sole discretion.

If the Selection Committee determines FIRM presentations are necessary, presentations will be limited to no more than 30 minutes. Each FIRM will have up to 20 minutes for their presentation and 10 minutes for questions and answers with the Selection Committee. Presentations will be timed and may be terminated if they extend beyond 30 minutes. FIRM presentations meetings will not be open to the public per F.S. 119.071 relating to House Bill 7223.

The CITY will provide a projector screen. All other equipment must be provided by the presenting firm. If a firm brings handouts or written materials a total of five (5) are required.

The scoring criteria listed below will be used by the Selection Committee for FIRM presentations:

FIRM Presentations Evaluation Scoring Criteria

	Possible Points	Points Given
1. Qualification and Experience of Proposed Project Staff	40	
2. Approach to the Project to be performed	40	
3. Quality of Presentation	20	
	Total:	

Once the Selection Committee has scored the FIRMS following the FIRM presentations the score sheets will be tallied and the highest-ranking FIRM, based solely on the FIRM presentations, will be recommended for award by the CITY and to enter contract negotiations.

Any FIRM attempting to lobby a Selection Committee Member shall be disqualified.

PROCEDURE REQUIREMENTS

Qualification 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 Request for Qualifications. The Selection Committee will recommend its ranking of the top FIRM to the City Commission for approval, along with their recommendation to proceed with negotiation of a contract to perform the proposed work. Selection will be made in accordance with the Florida Consultants Competitive Negotiations Act (§ 287.055, F.S.). 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 CONSULTANT PERSONNEL

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

NEGOTIATION

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

AWARD OF RESPONSE

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

CONFLICT OF INTEREST

If any officer, director, or agent of the FIRM is also an employee of the City of Wildwood, then the FIRM shall clearly identify in your response the name of the individual(s) and the position he or she holds. Further, FIRM'S shall disclose the name(s) of any City employee(s) who owns, directly or indirectly, any interest in the 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. The FIRM shall complete and have notarized a Conflict of Interest Form (Form A-1) and include it in your qualifications 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 FIRM cannot be considered for award.

RESTRICTED DISCUSSIONS

From the date of issuance of the RFQ until final CITY action, the FIRM shall not discuss the RFQ or any part thereof with any employee, agent, or representative of the CITY except as expressly authorized by the CITY point of contact identified in this RFQ above for this solicitation. Violation of this restriction will result in REJECTION of the Respondent's qualifications package.

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

AWARD

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

The CITY has the sole discretion and reserves the right to cancel this RFQ, and to reject any and all qualifications 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 FIRM shall maintain, on a primary basis and at its sole expense, at all times while performing work for the CITY, the "Standard Insurance Requirements" described herein. FIRMS 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, a COI will be required. Work is defined as any service provided to the CITY by a vendor/Consultant/FIRM 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 FIRM under this contract.

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

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

Business Automobile Liability Insurance The FIRM shall maintain Business Automobile Liability Insurance at a limit of liability not less than **\$500,000** each occurrence. Coverage shall include liability for owned, non-owned & hired automobiles. In the event the FIRM does not own automobiles, the FIRM 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 FIRM 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 FIRM shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **\$2,000,000** each occurrence and **\$2,000,000** aggregate. The FIRM shall endorse the CITY 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 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 FIRM shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than \$2,000,000. The FIRM shall endorse the CITY as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

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

In addition, the FIRM shall endorse the CITY as an Additional Insured under the FIRM'S Commercial Umbrella/Excess Liability as required herein.

Indemnification The FIRM shall indemnify and hold harmless the CITY and their elected officials, employees, agents, representatives, and volunteers from and against any and all claims, damages, losses

and expenses, (including legal costs), or liabilities based on third party claims of injury to persons or damage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, Subcontractors, agents or representatives.

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

Waiver of Subrogation The FIRM shall provide a Waiver of Subrogation in favor of the CITY, subconsultant, 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 FIRM to enter into a pre-loss agreement to waive subrogation without an endorsement, then the FIRM 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 FIRM enter into such an agreement on a pre-loss basis.

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

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

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

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

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

1. Clearly indicate the CITY has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – CITYs, Lessees, or Consultants, or CG 2026 Additional Insured – CITYs, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.

2. Clearly indicate the CITY is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.
3. Clearly identify each policy's limits, flat & 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 FIRM shall be responsible for all sub-consultants and their insurance.

All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the CITY. At the option of the CITY, the insurer shall reduce or eliminate such deductible or self-insured retention; or the FIRM 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 FIRM and/or subconsultant 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 FIRM, nor a failure to disapprove that insurance, shall relieve the Consultant of full responsibility of liability, damages and accidents as set forth herein.

PART 5 - QUALIFICATION DOCUMENTS

ECONOMY OF PRESENTATION

Each qualifications 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 RFQ. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications 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 RFQ including, without limitation, costs for presentations and/or demonstrations if requested.

QUALIFICATIONS PACKAGE GUIDELINES

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

THE CITY 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.

QUALIFICATIONS PACKAGE SECTIONS

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

TABLE OF CONTENTS.

- A. RFQ Cover Page/ Introduction.** The first page of the RFQ shall be fully a completed RFQ Cover Page provided and signed by an authorized officer of the FIRM. Respondents should provide no more than a two (2) page letter of introduction. The letter should highlight or summarize whatever information a respondent deems appropriate as a cover letter, but at the least, this section should include the name, address, telephone number, fax number and e-mail address of one person to whom all correspondence should be directed.
- B. Business Organization:** Describe the business organization, who will serve as major participants and their respective roles, and the following information as to business operations:
1. **Organization:** State the full name, address, telephone number and facsimile number of the proposing firm/organization(s). Include Federal 1.0. number and Corporate Charter Number.
 - a. Indicate whether those in the proposing group will operate as a sole proprietorship, individual, partnership or corporation, and the state of its incorporation or license to operate.
 - b. As applicable, provide the name of the branch office or other subordinate element that will perform or assist in performing the services described herein.
 2. **Major Participants:** Recognizing the scope of this project, interested parties may select to use joint venture partners or sub-consultants. Provide the following in list form on a summary page (specific information about each should be provided in the Appendix, if desired).
 - a. A list of major participants and complete addresses, and their relationship to the respondent, whether as a joint venture, partner, subsidiary or sub-consultant. Should any of the above participants include a Women/ Minority Business Enterprise (W/MBE), this should be noted, along with the entity that has so certified the respondent as an W/MBE. Specific role in the project of all participants noted above. Estimated percentages of participation of all participants noted above.
 3. **Relevant Experience:** Respondents shall provide a list of their work on projects the same as or similar to this project. The information will be presented in summary form and then can be followed as appropriate by a narrative.
 - a. List five (5) projects for which your firm provided construction management services which are mostly closely similar to this project. In determining which projects are most similar consider: related size and complexity; construction type; LEED certification; how many members of the proposed team worked on the listed project; and how recently the project was completed.
 - b. For each of the listed projects, provide the following information: size, construction cost (original estimate, construction cost and final construction cost), current phase of development, estimated (or past) completion date, type of delivery method (lump sum, design/build, construction management at risk, etc.), scope of services, name of team members within your firm and titles, name of Owner's contact person, telephone number and fax number, and the name and telephone number of the Architect/Engineer.

4. **Respondent's Personnel:**

- a. List total number of your firm's key personnel by skill group (ie: cost control, estimating, scheduling, superintendents, etc.).
- b. Name all key personnel which will be part of the construction management team for the proposed project and provide their cities of residence. Describe in detail the experience and expertise of each team member, specifically those of the Project Manager and Project Superintendent. NOTE: key personnel must be committed to the project for its duration unless excused by the Owner. **This requirement is non-negotiable.**
- c. For each project listed in response to Number 3, list the members of the proposed team who worked on the project and describe their roles.
- d. If the team as a whole provided construction management services for any of the projects listed in response to Number 3, so indicate.

5. **Respondent's Consultants:** Name any consultants which are included as part of the proposed team. Describe each consultant's proposed role in the project and its related experience. List any projects on which your firm has worked with the consultant in the past.

6. **Cost Control:** For two (2) of the Projects listed in response to Number 3, describe cost control methods for the design and construction phases. How did you develop cost estimates and how often were they updated? Provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of successful value engineering to maintain project budgets without sacrificing quality. Include a sample of a cost estimate. (Note: follow instructions for Work Product Samples included in this section of the Request for Qualifications when submitting this example).

7. **Scheduling:** For two (2) of the Projects listed in response to Number 3, describe the way in which your firm developed and maintained design and construction project schedules. How did you develop schedules and how often were they updated? Provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them. Submit an example of a project schedule. (Note: follow instructions for Work Product Samples included in this section of the Request for Qualifications when submitting this example).

8. **Information Management:** For two (2) of the Projects listed in response to Number 3, describe the types of records, field records, logs, meeting minutes, monthly reports, monitoring systems and information management systems which your firm used in the management of those projects. Provide examples of each report used. (Note: follow instructions for Work Product Samples included in this section of the Request for Proposal (Qualifications) when submitting these examples).

9. **Conflict Resolution:** For two (2) of the Projects listed in response to Number 3, describe conflicts or potential conflicts with the Owner, Architect, Engineer, or trade contractors, and describe the methods used to prevent and/or resolve those conflicts.

10. **Quality Control:** For two (2) of the Projects listed in response to Number 3, describe the way your firm maintained quality control during the preconstruction, construction and warranty phases. Provide specific examples of how these techniques were used.

11. **Safety:** Describe your firm's approach to safety and how your firm ensures a safe workplace at the construction site.

12. **Joint Venture**: Is the applicant a joint venture? If so, describe the division of responsibilities between the participating firms, the offices (location) that will be the primary participants, and the percent interest of each firm.
 13. **Local Business**: For two (2) of the Projects listed in response to Number 3, describe how your firm assisted local business enterprises and involved them in the construction phase. What percentage of local participation was achieved?
 14. **Financial Capability**: Attach a letter of intent from a sure company indicating the applicant's bondability for this project. The surety shall acknowledge that the firm may be bonded for each phase of the project. The surety company must be licensed to do business in the State of Florida, and must have a Best Rating of "A-" and a financial size of "V" or higher.
 15. **References**: Attach a list of three references of projects of similar scope and services. Include the name of owner, the owner's contact person, email, telephone number and fax number.
 16. **Minority Business Enterprise(MBE) Preference**: Provide proof of MBE certification as defined in F.S. 288.703, and as specified in F.S. 287.0943 and F.S. 287.09431.
- C. Additional Required Documents**: As specified in Part 1 of this RFQ, listed within the Qualification Documents Checklist of Items Required to be submitted.

RFQ COVER PAGE

Name of Firm, 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		CITY OF WILDWOOD REQUEST FOR QUALIFICATION (RFQ) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT		
DUE DATE:	DUE TIME:	RFQ # 2022-01		
TITLE: Engineering Services for WWTF Expansion				
FIRM NAME:		PHONE NUMBER:		
FIRM MAILING ADDRESS:		FAX NUMBER:		
CITY/STATE/ZIP:		E-MAIL ADDRESS:		
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFQ 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 RFQ requirements. I, the undersigned, declare that I have carefully examined the RFQ, 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 RFQ with any other Offeror and have not colluded with any Offerors or parties to an RFQ whatsoever for any fraudulent purpose."</p>				
_____	_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFQ 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 RFQ and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFQ, including but not limited to certification requirements. In conducting offers with an agency for the CITY OF WILDWOOD, respondent agrees that if this RFQ 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'S discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>				
_____		_____		_____
Authorized Agent Name, Title (Print)		Authorized Signature		Date
<i>This form must be completed and returned with your Submittal</i>				

QUALIFICATIONS FORM FOR CITY OF WILDWOOD



Name of Firm Submitting Qualifications _____

Name of Person Submitting Qualifications _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully regarding all conditions to the work to be done, and that he/she has examined the RFQ and Specifications for the work and comments hereto attached. The FIRM 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 RFQ and Contract Documents for this Project. The FIRM agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature

Date

RFQ 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 For RFPs, RFQs, and Bid

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 qualifications/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 Qualifications/Bids on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in 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 consultant shall indemnify and hold harmless the City of Wildwood and their elected officials, employees, agents, representatives, and volunteers from and against any and all claims, damages, losses and expenses, (including legal costs), or liabilities based on third party claims of injury to persons or damage to property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, Subcontractors, agents or representatives.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, 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 Jason McHugh in writing via email to jmchugh@wildwood-fl.gov. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFQ) or Invitation to Bid (BID) must be submitted in writing to the contact listed in the solicitation or the City Clerk.

ANTI TRUST LAWS: By submission of a signed RFQ 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, RFQ 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 RFQ/BID Contract Documents. Any inquiry or request for interpretation received by Jason McHugh via email to jmchugh@wildwood-fl.gov before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFQ/BID opening date. Each respondent 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 RFQ/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 RFQ'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/RFQ/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/RFQ's/BID's received. The City and/or his consultant 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/RFQ's/BID's, will be available for public inspection ten days after opening of the RFQ'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/RFQ'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/RFQ/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 RFQ/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/RFQ/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/RFQ/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFQ/BID price or the RFP/RFQ/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. Firms 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 RFQ/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/RFQ/BID will not relieve the Bidder from including any required documents with this RFP/RFQ/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/RFQ/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 FIRM will in no way relieve him of the obligations and responsibilities assumed under the Contract.

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

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

THE CITY OF WILDWOOD, is a political subdivision of the State of Florida, and reserves the right to cancel an RFQ and to reject any and/or all submittals, reserve the right to waive any and all informalities or irregularities, to re-advertise with either the identical or revised specifications, and reserve the right to award contracts and/or in the best interest of the City. Submittals not meeting stated minimum terms and qualifications 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 RFQ/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Verizon 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 RFQ/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 firm name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFQ/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFQ/BID must be submitted. The Proposer/Bidder shall state in the RFQ/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/RFQ/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/RFQ/BID FORM. If there is a discrepancy on the RFP/RFQ/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/RFQ/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFQ identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/RFQ/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/Qualifications/Bids. However, Proposals/Qualifications/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/RFQ/BID.

ADDITIONAL REQUIREMENTS: The firms 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 qualifications of the firm 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/RFQ/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 Consultant 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 can Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the City Clerk. 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/RFQ/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 RFQ/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. RFQ/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/RFQ/BID specification for any item(s). If RFQ's/BID's are based on equivalent products, indicate on the RFP/RFQ/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/RFQ/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/RFQ's/BID's which do not comply with these requirements are subject to rejection. RFP/RFQ'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 RFQ/BID FORM. The City is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the City or designated representative.

QUANTITIES: The quantities as specified in this RFP/RFQ/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/RFQ/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 FIRM 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 of property arising out of or resulting, in whole or in part, from a negligent act or omission or willful misconduct of consultant or its employees, Subcontractors, agents or representatives.

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

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

FIRM – Print Name

FIRM – Authorized 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 FIRM)

- 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 firm'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 RFQ 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 RFQ or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

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

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

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

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

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

1. This sworn statement is submitted to City of Wildwood

By _____
{print individual's name and title}

for _____
{print name of entity submitting sworn statement}

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has
no FEIN, include the Social Security Number of the individual signing this sworn
statement:_____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- c. I understand that a “person” as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **{indicate which statement applies.}**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **{attach a copy of the final order}**

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

{signature}

{date}

State of _____

County of _____

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

Attest: _____
Notary Public
My commission expires: _____

(Notary Seal)

This document must be completed and returned with your Submittal

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of the firm of (*Firm Name*)
_____ whose address is _____
_____,
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid qualification is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid qualification for the same services and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

FIRM 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 QUALIFICATIONS PACKAGE