

# REQUEST FOR QUALIFICATIONS



## PAVEMENT MANAGEMENT CONSULTANT SERVICES

**RFQ # 2024-19**

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

**352-330-1343 (Phone)  
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[www.wildwood-fl.gov](http://www.wildwood-fl.gov)**

# RFQ # 2024-19

## PAVEMENT MANAGEMENT CONSULTANT SERVICES

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## 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 the dates prior to, and including, the *Response Submission Deadline*, the change will be accomplished by a published addendum.

<b><u>ACTION</u></b>	<b><u>COMPLETION DATE</u></b>
Issue Request for Qualifications (RFQ)	June 28, 2024 (Friday)
Last Day for Questions	July 16, 2024 (Tuesday)
Addendums Posted (If Necessary)	July 19, 2024 (Friday)
Response Submission Deadline	August 1, 2024 at 11:00 AM EST (Thursday)
Selection Committee Meeting	August 5, 2024 (Monday)
Vendor Presentations (if necessary)	August 12, 2024 (week of)
Award and Enter into Contract Negotiations	August 26, 2024 (Monday)

## 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 on or before the date and time listed as the *Response Submission Deadline* on the *Calendar of Events/RFQ Timeline* page. Proposers shall take careful notice of the following conditions of this Request for Qualifications:

- A. No submissions by FAX, email or other electronic media will be accepted under any circumstances. Late submissions will not be accepted under any circumstances.
- B. Submitters may withdraw and/or replace Qualifications Packages (responses) at any time until the deadline for submission of qualifications.
- C. All questions received on or before the *Last Day of Questions* provided on the *Calendar of Events/RFQ Timeline* page will be considered. Questions will not be answered over the phone. Questions regarding the RFQ process must be in writing and sent to Robert Schoepe, Procurement Specialist via email to [rschoepe@wildwood-fl.gov](mailto:rschoepe@wildwood-fl.gov) or faxed to (352) 330-1338 Attention: Robert Schoepe. All correspondence shall have the RFQ number referenced to ensure prompt consideration.
- D. Do not attempt to contact any City of Wildwood Commission Members, staff members, contracted project representatives or any person with questions relating to this solicitation and project details. All questions shall be directed to the Procurement Specialist, Robert Schoepe. Anyone attempting to lobby any CITY OF WILDWOOD representatives may be disqualified. Questions will be answered in a published addendum from the date of issuance to the submission deadline date. Contact with all those involved with evaluation and selection decisions is prohibited until the resulting contract is awarded and enacted.
- E. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the City Clerk's Office for the CITY OF WILDWOOD, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in The City Clerk's Office, City Hall, 100 N Main Street, Wildwood, Florida 34785 between 8:00 A.M. to 5:00 P.M. Monday through Friday.
- F. IT IS THE SOLE RESPONSIBILITY OF EACH RESPONDENT TO MONITOR WILDWOOD'S WEBSITE ([WWW.WILDWOOD-FL.GOV](http://WWW.WILDWOOD-FL.GOV)) FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS.

### 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. The Qualification Package ("response") shall consist of the following:

- 1. One (1) original signed proposal (hardcopy)
- 2. One (1) electronic version on a Flash Drive of the original RFQ in its entirety as single PDF that is not password protected
- 3. Four (4) paper copies of the original RFQ response

The checklist summarizing how your response shall be organized is provided below. Detailed information about the response preparation, organization and the required forms is located in PART 5-*Qualification Documents*.

<b>QUALIFICATION PACKAGE: Checklist of items to be submitted</b>		
✓	<b>Section</b>	<b>Content</b>
	<b>Section/Tab A</b>	Introduction
	Subsection A1	RFQ Cover Page Form
	A2	Firm Profile
	A3	Location Questionnaire
	<b>Section/Tab B</b>	Proposal
	Subsection B1	Business Organization
	B2	Major Participants (Sub-Consultants)
	B3	Relevant Experience
	B4	Respondent's personnel
	B5	Respondent's Capacity
	B6	Method of Approach
	B7	Additional Information
	B8	MBE Preference
	B9	VBE Opportunities
	<b>Section/Tab C</b>	Submittals (Additional Attachments Required Documents/Forms)
	Submittal C1	Proposer's Certification / Addenda Acknowledgement Form
	C2	Qualification Form
	C3	Statement of Terms and Conditions - statement must be signed and returned with the RFQ form
	C4	Hold Harmless Agreement
	C5	A sworn, notarized Drug Free Workplace Certificate must accompany each Qualification Package or alternate RFQ
	C6	Public Entity Crimes Form
	C7	Conflict of Interest Disclosure Form
	C8	Prohibition Against Contracting with Scrutinized Companies Form
	C9	E-Verify Affidavit
	C10	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).
	C11	A Certificate of Insurability (COI) shall accompany each Qualification or alternate qualification, in the amounts as prescribed by the City

The checklist is provided for your convenience and is not required to be submitted with the Qualification Package (response).

## **PART 2 - INTRODUCTION**

### **PURPOSE**

The City of Wildwood, Florida (“CITY”) is interested in selecting a qualified firm (“CONSULTANT”) 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 a response of interest and qualifications for consideration in the selection of a qualified firm to implement a pavement management system. 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 professional services consultants for a pavement management system recommendation and implementation. The City currently maintains approximately 135 lane miles of roadway. The selected Consultant will assist the City in selecting a pavement management software system. Additionally, the Consultant will provide guidance on selecting a methodology to complete a pavement condition survey that will effectively work with the chosen software.

The selected pavement management system shall enable the City to integrate and maintain an inventory, analyze condition data, track construction history, and perform multi-year analyses, facilitating informed and defensible decisions regarding the investment of available resources for pavement maintenance and rehabilitation.

### **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), candidates will be ranked with the highest ranked firm(s) selected to enter into contract negotiations.

### **QUALIFICATIONS SUBMISSION FORMAT AND REQUIREMENTS**

To be considered, prospective firms must submit a complete response as required by the *Qualifications Package Checklist of items to be submitted* found in Part 1. Firms must submit evidence of their ability to provide complete, thorough and comprehensive responses and information for each of the sections 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 you are encouraged to be brief and succinct. Thick volumes of background and general marketing material will not be appreciated and will not carry favor with the reviewers. We are seeking thoughtful, tightly focused qualifications that document your 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 considered to be 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 but are not limited to the following:

- A. Capability of the proposer to deliver the proposed services. Relevant experience and qualifications of the proposed project manager and key personnel.
- B. 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.
- C. Responses from a minimum of three references.
- D. Composition, qualifications, and diversity of the skillset of the project team for the services required by the RFQ.

The selection process incorporates these general criterium as well as those identified in Part 3-*Scope of Services*, Part 4-*Evaluation and Award*, and any addendums released as part of the RFQ competitive process.

#### **ADDITIONAL CONDITIONS**

- A. The CITY reserves the right to reject any or all Qualifications received, to request additional information, or to extend the deadline for submittals.
- B. Confidentiality of Documents: Upon receipt of the Qualification Package (response) by the CITY, the qualifications shall become the property of the CITY without compensation to the proponent, for disposition or usage by the CITY at its discretion. The details of the qualification documents will remain confidential until final award.
- C. Costs to Prepare Responses: The CITY assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of these Qualification Packages (responses).
- D. Equal Employment Opportunity: During the performance of this Contract, 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**

- A. Each vendor shall carefully examine the Scope of Work and other applicable documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONSULTANT will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.
- B. Should a vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify the City of Wildwood in writing by contacting Robert Schoepe via fax to (352) 330-1338 Attention: Robert Schoepe, Procurement Specialist, or via email to [rschoepe@wildwood-fl.gov](mailto:rschoepe@wildwood-fl.gov).

## **INTERPRETATIONS, CLARIFICATIONS AND ADDENDA**

- A. No oral interpretations will be made to any vendor as to the meaning of the RFQ/Contract Documents. Any questions or request for interpretation received IN WRITING by City of Wildwood before the stated deadline, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed prior to the established RFQ *Response Submission Deadline* (opening) date. Each respondent shall acknowledge receipt of such addenda in the space provided on the Qualification Form.
- B. In case any Vendor 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 response will constitute acknowledgment of the receipt of same. All addenda are a part of the RFQ documents, and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before the established RFQ scheduled deadline.

## **GOVERNING LAWS AND REGULATIONS**

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

## **GOVERNING LAW AND VENUE**

The law of the state of Florida shall govern the Contract between the City of Wildwood and the successful Bidder and any action shall be brought in Sumter County, Florida.

## **PREPARATION OF QUALIFICATION**

The Vendor must sign the Qualification forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As \_\_\_\_\_," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the RFQ on behalf of the corporation must be stated and evidence of his authority to sign the RFQ forms must be submitted. The Vendor 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 of Wildwood, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for later fiscal periods shall be subject to appropriation by the City of Wildwood funds thereafter.

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



## **TAX EXEMPT STATUS**

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

## **PROTECTION OF RESIDENT WORKERS**

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

## **CITY OF WILDWOOD**

The City of Wildwood is a unit of local government and as such reserves the right to cancel this RFQ and to reject any and/or all Qualifications Packages (responses), 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 of Wildwood.

## **CONFLICT OF INTEREST DISCLOSURE**

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

## **PUBLIC ENTITY CRIMES**

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

## **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**

Pursuant to Florida Statutes Section 287.135, and subject to limited exceptions contained therein, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the company submitted a false certification, or at the time of bidding, submitting a proposal for, or entering into or renewing a contract, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism

Sectors List, created pursuant to Florida Statute Section 215.473, or is or has been engaged in business operations in Cuba or Syria, after July 1, 2018. Any contract entered into or renewed after July 1, 2018, shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

## **E-VERIFY**

In accordance with Florida Statute 448.095, all contractors doing business with the City of Wildwood are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.everify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

## **TRUTH IN NEGOTIATIONS**

The respondent certifies to Truth-in-Negotiations and the wage rates and other factual unit cost supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original 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 adjustments 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 Consultant or any sub-Consultant to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the Consultant 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.

## **PUBLIC RECORDS**

If the successful respondent has questions regarding the application of chapter 119, Florida statutes, to the successful respondent's duty to provide public records relating to this agreement, contact the custodian of public records at city of wildwood. The city clerk's office may be contacted by phone at 352-330-1330 or via email at [jbarnes@wildwood-fl.gov](mailto:jbarnes@wildwood-fl.gov).

## PART 3 SCOPE OF SERVICES

The City of Wildwood desires to acquire the services of qualified professional Consultant to provide the following services which include but are not limited to:

### 1. General Scope of Qualifications

- a. Firms under consideration shall have three (3) or more years of experience relevant to similar area, population, geographic conditions, environmental and other factors
- b. Qualified firms shall have experience providing inventory data collection, pavement condition assessment, computer data entry and modeling, plus long term financial planning associated with pavement management
- c. Qualified firms shall have completed no less than three (3) similar pavement management systems selection and implementation projects in scope, scale and complexity
- d. Qualified firms shall demonstrate an understanding of The Villages® development procedures
- e. Qualifying firms shall have organizational availability and dedicated professional staff available to be dedicated to this project which is anticipated shortly after contract award.

### 2. General Scope of Services Summary

- a. Selection of a pavement management software that will provide benefits such as guidance for long-term financial planning and assess the implications of varying funding levels and facilitate planning for maintenance and repair to monitor the effectiveness of roadway improvement levels
- b. Implementation of a pavement management system that will allow the City to integrate and maintain an inventory, analyze condition data, and track construction history, while conducting multi-year analyses to guide sound, defensible decisions on roadway preservation and maintenance
- c. Provide City staff with a systematic, consistent, and reproducible method for determining priorities and optimal time of improvements for economically managing its roadway assets

### 3. General Deliverables

- a. Provide a software selection recommendation
- b. Provide implementation and application utilization assistance
- c. Provide a report on the current state of City pavement
- d. Provide recommendation on implementing maintenance and improvement strategies associated with the selected pavement management software
- e. Participate in regular meetings with City staff and leadership

The City anticipates the following **SCOPE OF SERVICES**, but reserves the right to modify, add or delete any services.

The following is an outline of the work to be provided and is intended as a guide only. The specific tasks that comprise the actual contracted scope of work shall incorporate the detail of the proposal response to this Request for Qualifications. The proposer is advised to include any subject or to modify or eliminate items they believe to be excessive or extraneous to the scope of any effective Pavement Management System ("PMS"). Other similar services may be requested during the course of the contract. All items added or deleted should be noted.

The requested services shall include, but not be limited to the following:

1. Evaluation of current procedures:

Project kick-off meeting with City staff to review scope of services; available data needed to initiate data collection and program population; discuss strategy for establishing a PMS that is compatible with City's existing GIS and Cityworks programs; verify consultant and City staff responsibilities and expectations; and discuss project milestones, timeline, and budget. Establish project schedule to ensure effective project development and completion.

2. Evaluation of software & data systems

Evaluate and compare the current software platforms to establish an available pavement/asset management program software system that will best meet the City's needs and established goals. The assessment will also take into consideration methodology for selected pavement condition assessment that will best fit the selected pavement management system.

3. Pavement Condition Survey

Perform or coordinate the completion of a selected methodology for a pavement condition survey service of the entire network and populate the pavement management system database. The consultant will provide the City with assistance to help determine whether the surveys will be automated data collection or utilize a visual(windshield) evaluation of the entire area of each pavement section.

4. Data Analysis

Perform an optimization analysis assessment of the pavement condition data to determine segment-specific requirements and budgetary allocations, alongside network-wide budget optimization. Conduct a multi-constraint optimization analysis across at least four funding levels over a 10-Year Period that will meet the City's overall pavement condition strategic goal. Additionally, provide updated treatment unit cost data.

5. Software Implementation

The City is looking for pavement management software to increase cost-efficiencies and decision-making capabilities. The selected consultant shall be capable of providing the City with a seamless, turn-key implementation of a selected pavement management software system that meets the requirements outlined below along with training and on-going engineering technical support:

- a. System shall be highly configurable and allow refinement for future growth and the expansion of other asset types.
- b. Store all pavement condition data and convert that data to user-defined, modifiable condition indices capable of driving performance prediction and decision-making processes.
- c. Have a flexible table structure that will allow for adding additional attributes to existing tables and creating new tables for unlimited types of data without requiring additional software development.
- d. Allow for unlimited number and types of pavement distresses. The software must allow for user-defined condition data including the ability to collect pavement distress data captured via severity and extent measurement.

- e. Allow for unlimited types of pavement treatment strategies to address maintenance, preservation, rehabilitation and reconstruction requirements.
- f. Allow for deterioration of individual distress indices as well as general condition indices within the system. The system must allow the user to define an unlimited number of performance models by pavement type and individual repair treatment types by deteriorating any condition indices over time.
- g. Provide unlimited flexibility in creating decision trees, pavement maintenance, preservation, rehabilitation and reconstruction repair strategies and performance models. These are to be based on user-defined decision and performance variables available within the database. In addition, those criteria should be modifiable in the future without requiring the compiled code of the system to be modified
- h. Calculate “Benefit” of any given treatment based on a standard benefit definition of utilizing the area between the “current” performance model and the “potential” repair-specific performance curve as a component of the optimization process. The system must provide the ability to allow users to modify the defined standard benefit of a potential repair with any user-specified variables that may be contained within the database such as risk, traffic, safety, priority levels, etc.
- i. Provide the capability to run user defined multi-constraint optimization analyses for various “what if” scenarios for determining the best possible use of funding necessary to meet one or more constraints. The City maintains a growing network with many needs and has a variety of complex factors that must be considered in developing the most cost-effective budget and work plan to meet long-term performance goals. As such, it is imperative for the City to ensure that a scenario will easily and accurately consider more than one constraint in an analysis. The user must be able to specify as many of the below listed constraints in any analysis scenario. When running multi-constraint optimization scenarios, user-defined constraints shall include but not be limited to:
  - i. Budgets
  - ii. Budgets by repair type (preservation, rehabilitation, reconstruction) and/or by maintenance or area
  - iii. User-defined Condition Metrics
  - iv. Maximum percentage of the network above/below a specified condition threshold
  - v. Levels of service as defined by the user.
- j. Provide unique multi-year work plans that identify the type of repair and associated costs for all pavement segments for each year of the analysis period for any funding or performance-goal setting scenario.
- k. Allow for the running of scenarios utilizing an optimized solution that selects projects and groups of projects which provide the maximum benefit solution for the defined constraints.
- l. The optimization scenario functionality must have goal setting capabilities to determine the specific set of projects that would need to be completed yearly to meet any user-defined goal or set of goals in the most cost-effective manner possible.
- m. Allow for analysis to consider any planned utility projects.

- n. Provide a construction history window that allows for storage of all construction projects and can be configured to meet user-defined functionality. When construction activities are entered, the software must be able to automatically update all individual pavement condition indices based on construction history data.
- o. The system should allow for user defined and configured treatments including the capability to specify
  - i. Flexible cost calculations allowing for customizable unit cost expressions.
  - ii. Post treatment condition effects that can change the condition of all modeled condition indicators and post treatment deterioration models.
  - iii. Capability to also have treatments change other pavement attributes not directly related to conditions, e.g. curb reveal, count of seal coats applied etc. Allow for the linking and storing of electronic documents and images including photos, construction documents, testing results, etc. related to each specific pavement management section.
- p. Provide standard report capabilities including configurable graphs, charts and GIS mapping and the ability to develop customized reports within the application.
- q. Provide ability to export data for use in other applications.
- r. Compatibility with the City's GIS mapping capabilities. The pavement management system must provide data formats that are compatible with ESRI GIS.

## **TERM OF CONTRACT**

The term of the resulting contract is anticipated to be two (2) years with the option for renewal annually as needed to not to exceed five (5) cumulative years or until the completion of the project.

## PART 4 EVALUATION AND AWARD

### QUALIFICATIONS PACKAGE EVALUATION

A complete qualifications package (response) includes following all the procedures in this document and sending the sealed response information to the City of Wildwood by the due date and time. Once the responses are received, the Selection Committee members will independently review each submittal and score each response based on the evaluation criteria. Responses received, in accordance with this Request for Qualifications, will be evaluated using the following criteria.

#### Evaluation Scoring Criteria

	Possible Points	Points Given
1. Relevant Business Experience in comparable projects/services and experience with similar size and type jurisdictions in similar environments, including client references	35	
2. Capability, qualifications, and skillset of key personnel and capacity to provide qualified services	30	
3. Approach to Project Management and demonstrated qualifications of the consultant to perform the services required	30	
4. Minority Business Enterprise/Veterans Status	5	
	<b>Total:</b>	

Once the Selection Committee has independently scored all RFQ submissions using the scoring criteria listed above, scores will be tallied to determine the highest two or three ranking firms for award to the City Commission and to enter into 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 vendor presentations are necessary, presentation requirements and specifics will be provided in the invitation issued by the City. Invitation detail will include but is not limited to: presentation date, time and location, length of time for the presentation, length of time for questions, requested number of attendees and available technology. Each invited firm will be provided with equal time and accommodations for presentations. Vendor presentation meetings will not be open to the public per F.S. 119.071 relating to House Bill 7223.

The City conference room selected may include a projector screen. All other equipment must be provided by the presenting firm. If a firm brings handouts or written materials, no less than five (5) copies are required.

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

**Vendor Presentations Evaluation Scoring Criteria**

	<b>Possible Points</b>	<b>Points Given</b>
1. Approach to the Project to be Performed	50	
2. Quality of Presentation: organization, timing of Presentation, communication skills of the presenter(s) and the thoroughness of the coverage of relevant material	30	
3. Qualification and Experience of Proposed Project Staff and their ability to respond to Committee member inquiries	20	
	<b>Total:</b>	

Once the Selection Committee has scored the individual/firm(s) following the vendor presentations the score sheets will be tallied and the highest-ranking firm based on the vendor presentations will be recommended for award to the Wildwood City Commission and to enter into contract negotiations.

Anyone attempting to lobby City Commission representatives, or the selection committee may be disqualified from recommendation for award.

**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 initial Request for Qualifications. The 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 Respondent is representing that each person listed or referenced in the qualifications 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 qualifications and each



replacement person is subject to prior written CITY OF WILDWOOD approval. In the event the requested substitute person is not satisfactory to the CITY OF WILDWOOD and the matter cannot be resolved to the satisfaction of the CITY OF WILDWOOD, the CITY OF WILDWOOD reserves the right to cancel the contract for cause.

## **NEGOTIATION**

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

## **AWARD OF RESPONSE**

The CITY OF WILDWOOD reserves the right to reject any 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 OF WILDWOOD.

## **CONFLICT OF INTEREST**

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

## **RESTRICTED DISCUSSIONS**

From the date of issuance of the RFQ until final CITY OF WILDWOOD action, the Respondent shall not discuss the RFQ 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 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 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 (as identified in writing after the recommendation for award is submitted) shall be considered pertinent to this RFQ. 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 RFQ 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 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 Consultant shall maintain, on a primary basis and at its sole expense, at all times while performing work for the City of Wildwood, the “Standard Insurance Requirements” described herein. Consultants responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for the City of Wildwood, a COI will be required. Work is defined as any service provided to the City of Wildwood by a vendor/Consultant who must access City property in order to provide the service(s). The requirements contained herein, as well as the City’s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this contract.

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

**Commercial General Liability Insurance** The Consultant 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 Consultant 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 Consultant does not own automobiles, the Consultant 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 Consultant 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 Consultant 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 Consultant shall endorse the CITY OF WILDWOOD as an “Additional Insured” on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure “True Follow-Form” basis, or the CITY OF WILDWOOD is automatically defined as an additional protected person. Any self-insured retention or deductible shall not exceed \$25,000.

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

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

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

**Indemnification** Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract..

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

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

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

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

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

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

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

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

City of Wildwood  
100 N Main Street  
Wildwood, FL 34785

The consultant 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 Consultant 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 Consultant 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 Consultant, 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 response 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. The 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 of Wildwood emphasizes that the Respondent must 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). Tab indexing shall be used to identify the 3 primary 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 thirty (30) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Required Forms provided within this RFQ (attachments, exhibits or otherwise will not be counted in the thirty (30) page limit.

### **QUALIFICATIONS PACKAGE SECTIONS**

The Respondent shall organize its qualifications package into the following 3 major sections (A, B, and C) and the subsequent subsections as numbered as provided in the Table of Contents section.

## TABLE OF CONTENTS

**A. RFQ Cover Page/ Introduction Forms.** The first 3 pages of the RFQ shall be include the following forms that identify your firm and provide a signature of an authorized officer of the firm (vendor). Respondents should provide no more than a two (2) page letter of introduction.

1. **Form A1:** RFQ Cover Page with signature of authorized officer representing the firm. Please include all the contact information requested such as mailing address, telephone number, fax number and e-mail address of one person to whom all correspondence should be directed.
2. **Form A2:** Firm Profile Form shall be page 2 of the response and include the information requested.
3. **Form A3:** Location Questionnaire Form shall be page 3 of the response and includes question regarding the location of your company.

**B. Proposal:** provide information that demonstrates your firm's qualifications to provide services to the City of Wildwood and organize the information according to the sections listed below:

1. **Business Organization:** Provide a copy of the firms current State of Florida license to perform business.
  - a. Describe the business organization. How many years of service does the firm have? Who are the principal officers? How many divisions are in the organization and which division will be working on this scope of service?
  - b. Provide an organizational chart showing any subconsultants and the relationship to the team.
  - c. Provide a description of your firm's area of expertise. What awards, acknowledgements, or recognition has the firm received? What professional organizations and/or certification organizations does the firm, or its employees belong to or participate in that is relevant to the scope of work?
2. **Major Participants:** Interested parties may select to use joint venture partners or outside key consultants. Provide the following information to expand on the list (if applicable) in section 2 of the Firm Profile Form (Form A2).
  - a. A list of outside key consultants or partners involved in providing the scope of services. include mailing addresses, email addresses, contact names and phone numbers. Identify their relationship to your firm. For example, a joint venture, partner, subsidiary or sub-consultant. Should any of the above participants include a Women/ Minority Business Enterprise (W/MBE) and/or Veteran's Owned Business, this should be noted, along with the entity that has so certified the respondent of such status. Specific role in the project of all participants noted above is required. Estimated percentages of participation of all participants should be included.

3. **Relevant Experience:** Respondents shall provide a reference list of their work on projects the same as or similar to this scope of services. The information will be presented in summary list form with an appropriate narrative following each listed item.
  - a. List five (5) projects for which your firm provided service closely similar to this project. In determining which projects are most similar consider related size and complexity; location; type of organization (city, county, state levels). How many members of the proposed team worked on the listed projects? How recently the project was completed?
  - b. For each of the listed projects, provide the following information to identify the client for reference purposes: client's name, address, email address and phone number.
  - c. Describe the scope, size and overall cost of the project example. Include the date the project (your firm's involvement) was started and the date it concluded. Identify the key members of your firm that worked on the project example. What software was recommended and implemented per project example?
  
4. **Respondent's Personnel:**
  - a. Name all key personnel which will be part of the team for the proposed scope of services and provide their cities of residence. Describe in detail the experience and expertise of each team member, specifically those of the primary consultant or representative to the City.
  - b. Include the area of expertise of the key personnel involved in this scope of service. For example, software or IT, roadway maintenance or pavement management.
  - c. Include resumes of the key consultants involved in this scope of service.
  - d. Describe each consultant's proposed role in performing the scope of services and their related experience. Describe in detail the experience and expertise of each team member, specifically those of the primary consultant or representative to the City.
  
5. **Capacity:** Demonstrate your firm's ability to support the City in the scope of services described in this RFQ.
  - a. How many other projects will the team be dedicated to other than the City of Wildwood's project. Is there a local presence? Does your firm have enough staff and resources to ensure that the completion of the scope of services described?
  
6. **Method of Approach:** Provide information describing the Firm's approach to performing the work advertised in the RFQ. Provide information describing project management techniques, scheduling and cost control strategies. Describe the firm's quality assurance and quality control measures that will be provided to ensure that work is completed, and recommendations are of the highest quality.
  
7. **Additional Information:** Provide any additional information demonstrating an understanding of the needs of the City of Wildwood. Provide other information that the Firm may deem applicable to this RFQ without exceeding the response (proposal size limitations).

8. **Minority Business Enterprise(MBE) Preference:** Provide proof of MBE certification as defined in s. 288.703, and as specified in ss. 287.0943 and 287.09431.
9. **Veterans Business Enterprise Opportunities:** Provide proof of Certified Veteran Business Enterprise as defined in s.295.187.

C. **Additional Required Documents:** As specified in Part 1 of this RFQ, the listed Additional Attachments Required submittals shall be returned completed with the response. See the Submittal Attachments included within this document. Please note that certain submittal attachments require signatures and notarization.



**RFQ COVER PAGE**

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



**[Submittal Attachment A3]**

**LOCATION QUESTIONNAIRE**

1. Specify address of Prime Consultant's designated office where the majority of work will be performed:

2. Indicate percentage of total overall project projected to be performed by the Prime Consultant's office specified above.

\_\_\_\_\_ %

3. Specify address of Prime Consultant's other office(s) where any part of the work will be performed (if applicable):

4. Indicate percentage of total overall fees projected to be performed by the office specified above.

\_\_\_\_\_ %

## 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 QUALIFICATION (RFQ) CERTIFICATION  AND ADDENDA ACKNOWLEDGMENT	
<b>DUE DATE: 08/01/2024</b>	<b>DUE TIME: 11:00 AM EST</b>	<b>RFQ # 2024-19</b>	
<b>TITLE: Pavement Management Consultant Services</b>			
<b>VENDOR NAME:</b>		<b>PHONE NUMBER:</b>	
<b>VENDOR MAILING ADDRESS:</b>		<b>FAX NUMBER:</b>	
<b>CITY/STATE/ZIP:</b>		<b>E-MAIL ADDRESS:</b>	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this 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 #
<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 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 of Wildwood discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>			
_____		_____	
Authorized Agent Name, Title (Print)		Authorized Signature	Date
<b><i>This form must be completed and returned with your Submittal</i></b>			

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 in regard to 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 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 RFQ 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

\_\_\_\_\_  
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

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: Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.
PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or 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 Robert Schoepe, Procurement Specialist via email to rschoepe@wildwood-fl.gov or faxed to (352) 330-1338 Attention: Robert Schoepe. 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 City's Financial Services Manager.
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 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 Robert Schoepe, Procurement Specialist via email to rschoepe@wildwood-fl.gov or faxed to (352) 330-1338 Attention: Robert Schoepe 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 Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the 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 RFQ/BID Contract are to be considered as approximate only and are to be used solely for the comparison of 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 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 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 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 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 RFQ/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFQ/BID price or the 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 RFQ/BID will not relieve the Bidder from including any required documents with this RFQ/BID.
EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the 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 CONSULTANT 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 this 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 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 RFQ/BID FORM. In the event that there is a discrepancy on the 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 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 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/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the 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 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 is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.
PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the City Clerks Office. 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 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 RFQ/BID specification for any item(s). If RFQ's/BID's are based on equivalent products, indicate on the RFQ/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous 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. RFQ's/BID's which do not comply with these requirements are subject to rejection. 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 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, 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**

Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

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

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

\_\_\_\_\_  
**Consultant-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***

**[Submittal Attachment C5]**

**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***



[Submittal Attachment C6]

**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 Proposal.***

**[Submittal Attachment C7]**

**Conflict of Interest Disclosure Form**

I HEREBY CERTIFY that

2. 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**

**[Submittal Attachment C8]**

**Prohibition Against Contracting with Scrutinized Companies**

**[PURSUANT TO FLORIDA STATUTE § 287.135]**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certify that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

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

**[Submittal Attachment C9]**

**E-Verify Affidavit**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Wildwood are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

**Notary Public Information**

Sworn to and subscribed before me on this this \_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_

\_\_\_ Is personally known to me

\_\_\_ Has produced identification (type of identification produced: \_\_\_\_\_)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print or Stamp of Notary Public

\_\_\_\_\_  
Expiration Date