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SECTION 1 - INSTRUCTIONS TO BIDDERS

The purpose for this Request for Proposal (RFP) is to solicit competitive sealed bids from vendors that are interested in providing the materials, tools, and equipment necessary for the City of Waldo Hurricane Mitigation Grant Program (HMGP) funded purchase of mobile lift station generators.

It is the intent and purpose of the City of Waldo that this RFP promotes competitive selection. It shall be the bidder's responsibility to advise the Project Manager if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

INTERPRETATION - Any questions concerning conditions and specifications shall be directed to Kim Worley, City Manager kim@waldo-fl.com referencing the RFP Number in the subject line, unless otherwise specified in the RFP. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Waldo.

CONTACT - All prospective Applicants are hereby instructed not to contact any member of the City of Waldo City Council members other than the noted contact person regarding this RFP at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your Proposal.

DELAYS - The City of Waldo, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Waldo Website www.waldo-fl.com and Demand Star www.demandstar.com.

SUBMISSION OF PROPOSALS - Firms or companies desiring to provide services, as described herein shall submit sealed bids including one original copy, three (3) identical paper copies, and one (1) electronic copy in pdf format on USB or CD.

Bids must be submitted in a sealed envelope with the bid number, title, name of bidder, and opening date clearly displayed on the outside of the sealed envelope.

All bids must be delivered to the City of Waldo, Kim Worley, City Manager, City Hall, Waldo City Square, 14450 NE 148th Ave., Waldo Florida 32694 or by mail to Kim Worley, City Manager, P.O. Drawer B, Waldo, Florida 32694 no later than the specified date and time.

Any bid received after the specified date and time will not be accepted. The time/date stamp in the Main Office shall serve as the official authority to determine lateness of any bid.

ADDENDUM - Should revisions to the RFP documents become necessary, the City will post addenda information on-line at the City of Waldo Website www.waldo-fl.com and Demand Star www.demandstar.com. No oral interpretation of this RFP shall be considered binding.

The City shall be bound by information and statements only when such statements are written and executed under the authority of the Project Manager.

It shall be the responsibility of the Bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging, and incorporating them into their bid.

The failure of bidders to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the bid.

The City of Waldo City Council reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Waldo. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any bidder or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS - It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidders must contact the City Manager, email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

CORRECTION OF BIDS - Correction of inadvertently erroneous bids shall be permitted up to the time of opening. Bidders shall not be allowed to modify their bids after the opening time and date.

WITHDRAWAL OF BIDS - Bids may be withdrawn by written request at any time prior to bid opening by the Bidder. Negligence on the part of the Bidder in preparing the bid confers no right of withdrawal or modification after the bid has been opened at the appointed time and place by the City of WALDO. Any such withdrawn bid shall not be resubmitted.

OPENING OF BIDS - Bids will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Finance Department for the premature opening of a bid not properly addressed and identified.

AWARD - The City reserves the right to award the contract to the bidder(s) that the City deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The City is therefore not bound to accept a bid based only on lowest price. Review of submissions will require approval of award by the State of Florida Division of Emergency Management prior to the City making a recommendation of award.

In addition, the City has the sole discretion and reserves the right to cancel this Bid, to reject any/all bids in part or in whole, to waive any/all informalities and/or irregularities, or to

readvertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so. Nothing prohibits the City from rejecting/rebidding when responses exceed budget, and the City must change the solicitation to lower costs. The City also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the City's best interest.

Waldo City Council will award this bid at one of their regularly scheduled meetings and that date will be posted to the City's website upon recommendation of award.

REJECTION / DISQUALIFICATION OF PROPOSALS - The City reserves the right to reject any and/or all bids when such rejection is in the best interest of the City and/or the following reasons:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
- (f) Other reasons deemed appropriate by the City Council

RIGHT TO PROTEST - Any Bidder affected adversely by an intended decision with respect to the award of any RFP shall file, with the City Manager, a written notice of intent to file a protest in accordance with the City of Waldo Purchasing Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by City of Waldo shall constitute a waiver of your protest and resulting claims.

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SECTION 2 - TERMS AND CONDITIONS

DEFINITION OF OWNER - The "Owner," wherever used, shall be defined to include the City itself, elected officials, officers, employees, volunteers, representatives, agents and any affiliates.

DEFINITION OF CONTRACTOR - The "Contractor," wherever used, shall be defined to include the Vendor, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents, contractors, and subcontractors.

DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID - Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- (a) Proper submittal of ALL documentation as required by this bid.
- (b) The greatest benefits to the City of Waldo as it pertains to:
 - 1. Cost
 - 2. Delivery
 - 3. Past Performance
 - 4. Specifications/Scope of Work
 - 5. Financial Stability

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the most responsive, responsible, bidder whose bid represents the best overall value to the City when considering all evaluation factors.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS - This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT - The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

LIABILITY - The vendor shall hold and save the City of Waldo, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

LICENSES - Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFQ for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFQ submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer.

OWNERSHIP OF DOCUMENTS - All documents resulting from this project will become the sole property of the City of Waldo. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Bidder upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

COST OF PREPARATION - Costs of preparation of a response to this RFP are solely those of the Bidder. The City assumes no responsibility for any such costs incurred by the Bidder. The Bidder also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

NO LOBBYING - All Bidders are hereby placed on notice that the City of Waldo Council, City Employees/Staff, Members of the Evaluation Committee (with the exception of the City of Waldo, City City Manager who is designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Bidders and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted bids for this project. Any Bidder contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

DISCRIMINATION - Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or Proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES - Pursuant to Florida Statutes, any Public Officer or Employee of the City of Waldo will abide by all ethical requirements as outlined in Chapter 112, Part III.

MINORITY POLICIES - The City of Waldo, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

EQUAL EMPLOYMENT OPPORTUNITY - Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

PUBLIC RECORDS / NON-CONFIDENTIALITY OF BIDS AND / OR PROPOSALS - The City of Waldo cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Waldo in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award,

recommendation of award, or 10 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

GOVERNING LAWS / RULES / REGULATIONS - All Bidders shall hold all State, Federal, and City licenses required to perform the scope of work as described within the RFP documents. The Bidder shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and City.

RESERVATION OF RIGHTS - The City reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified Bidder if the successful Bidders do not execute a contract within thirty (30) days after approval of the selection by the City Council.

City of Waldo reserves the right, and the City Manager has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the City Council when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the City of Waldo. City of Waldo reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS) - The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded bidder/contractor and the City of Waldo for any terms and conditions not specifically stated in this Invitation for Bid.

PRICE / DELIVERY - Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing modifying, or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by City of Waldo City Manager or City City Manager, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be made during the normal working hours of the City. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the City reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

FEDERAL AND STATE TAX - City of Waldo is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Finance Department will provide an exemption certificate to the successful bidders. Vendors or contractors doing business with City of Waldo City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall

any vendor/contractor be authorized to use the City's Tax Exemption Number in securing such materials.

AVAILABILITY OF PERSONNEL- Personnel described in the bid shall be available to perform the services as described. All personnel shall be, at all times, the employees, or agents of the Bidder, and not employees or agents of the City of Waldo.

ASSIGNMENT OF CONTRACT - The selected Bidder may not make any assignments of their obligations resulting from this RFP without the prior written authorization of the City of Waldo.

NON-EXCLUSIVITY OF CONTRACT - The selected Bidder understands and agrees that any resulting contractual relationship is non-exclusive and City of Waldo reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City.

CANCELLATION -The contract with the successful Bidder may be terminated by the City without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The City may terminate the contract at any time as a result of the Contractor's failure to perform in accordance with these specifications and applicable contract. The City may retain/withhold payment for nonperformance if deemed appropriate to do so by the City.

AGREEMENT - The selected Bidder shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

This RFP shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document and response. All legal actions associated with this RFP and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Eighth Circuit Court in Alachua County, Florida for the City of Waldo.

FLORIDA PROMPT PAYMENT ACT - Payments shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

AVAILABILITY OF FUNDS - City of Waldo is obligated only to the extent that funds are included in the City's fiscal year budget. Should the City not include funds for this expense the Contract is null and void.

ADDITIONAL REQUIREMENTS - The City reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the City as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

NON-PERFORMANCE - Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources.

PATENT / COPYRIGHT / TRADE SECRET (INDEMNIFY, DEFEND, HOLD HARMLESS) -

The Bidder shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The Bidder shall indemnify, hold harmless, and defend the City of Waldo Council, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Bidder while providing services under this agreement.

FINANCIAL ABILITY - Every Bidder may be required to demonstrate financial stability as evaluated at the sole discretion of the City of Waldo.

BINDING OFFER -A Bidder's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a bid shall be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this RFP.

NO BID - Where more than one item is listed, any items not bid upon must be indicated "NO BID".

MISTAKES - In the event of extension error(s), the unit price will prevail, and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail, and the bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

AUDITABLE RECORDS - The awarded Bidder shall establish and maintain a reasonable accounting system, which enables ready identification of Bidder's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The City or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Bidder or its sub-consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Consultant's place of business. This right to audit shall include the Bidder's subcontractors used to procure goods or services under the contract with the City. Awarded Bidder shall ensure the City has these same rights with subcontractor(s) and suppliers.

DRUG-FREE WORKPLACE CERTIFICATION - By submitting a bid in response to this RFP you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

PUBLIC ENTITY CRIMES - 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 Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION - The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Waldo. Further, all Bidders must disclose the name of any City of Waldo employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder's firm or any of its branches.

The Bidder shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the RFP and that the Bidder is not financially interested in, or otherwise affiliated in a business way with any other Bidder on the same land or improvements.

AMERICANS WITH DISABILITIES ACT (ADA) - If you need special services provided for under the Americans with Disabilities Act, contact the Finance Director at 386-437-7500 at least 48 hours before the scheduled event.

LITERATURE (if applicable) - If no particular brand, model or make is specified, Bidders shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

BRAND NAME OR EQUALS / DEVIATIONS - Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate product or service is or is not equal shall be made solely by City of Waldo and such determination shall be final and binding upon all bidders. The City of Waldo reserves the right to request and review additional information to make such a determination.

Although the City of Waldo provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the City. Such award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an addendum to the RFP. Any goods or services that are not in compliance with the specifications will not be accepted.

COPIES - Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with City of Waldo's fee schedule. Copyrighted materials may be inspected but cannot be copied or reproduced per Federal law.

PROPRIETARY / RESTRICTIVE SPECIFICATIONS - Prospective bidders, who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the City Manager after receipt of this RFP and prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this RFP.

VENDOR ASSISTANCE WITH SPECIFICATIONS - Any prospective bidder which assisted the City in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION - By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

SUCCESSORS AND ASSIGNS - The City and the vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the vendor.

EMPLOYEES OF THE CONTRACTOR - All work under this contract shall be performed in a professional and skillful manner. The City may require, in writing, that the contractor removes from this contract any employee the City deems incompetent, careless, or otherwise objectionable.

ALIEN WORKERS - The City of Waldo does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A of the Immigration and Naturalization Act. 8 United States Code §132a. Such employment deprives legal workers of job opportunities. Violation of section 274A shall be grounds for unilateral

cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by the City of Waldo.

E-VERIFY - The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

INSURANCE REQUIRED - Before execution of the contract by the City and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the City current certificates of all required insurance on forms acceptable to the City, which shall include the following provisions:

TERMINATION

(a) Termination for Default:

The City may, by written notice to the (vendor/contractor/consultant), terminate this contract for default in whole or in part (delivery orders, if applicable) if the (vendor/contractor/consultant) fails to:

1. provide products or services that comply with the specifications herein or fails to meet the City's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract

Prior to termination for default, the City will provide adequate written notice to the (vendor/contractor/consultant) through the City Manager's Office, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. The contractor and its sureties (if any) shall be liable for any damage to the City resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the City in completing contract performance.

In the event of termination by the City for any cause, the vendor will have, in no event, any claim against the City for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the City the vendor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the City.
4. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

(b) Termination for Convenience:

The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If this contract is terminated, the City shall be liable only for goods or services delivered and accepted. The City Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

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CITY OF WALDO, FLORIDA
ADDENDUM TO CONTRACTOR AGREEMENT 2022-01

THIS ADDENDUM is made and entered into this ____ day of _____, 2022, by and between the CITY OF WALDO, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement entitled _____, dated the ____ day of _____, 2022 (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of this Addendum, the terms of this Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY OF WALDO, CITY MANAGER, AT 14450 NE 148th AVE., WALDO, FLORIDA 32110.**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Alachua County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. The City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated notwithstanding any automatic renewal as may be provided in the Agreement. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City, subject to the City paying all invoices for services rendered during the period the Agreement was funded by an appropriation.

6. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not

employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Alachua County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

9. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows: None

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Witness
Print Name: _____

Contractor: _____

Witness
Print Name: _____

Signature
Print Name: _____

Title: _____

Date Signed by Contractor: _____

CITY OF WALDO

Louie Davis, Mayor

Date: _____

Approved as to Legal Form

John McPherson, City Attorney

SEAL:

ATTEST:

Kim Worley, City Manager

SECTION 3 - SCOPE OF WORK/SPECIFICATIONS

I. General Purpose and Introduction

The purpose for this Request for Proposal (RFP) is to solicit competitive sealed bids from vendors that are interested in providing the materials, tools and equipment necessary for the City of Waldo Hurricane Mitigation Grant Program (HMGP) funded purchase of mobile lift station generators.

II. Specifications

Tier 4 EPA Certified Towable trailer mounted Diesel Generator Sets

Total Quantity of Three (3) generators

- Qty: 1 each 25 KW Generator 60 Hz, 3 phase, 120/240 Volt
- 62 db at Full load
- 4 LE1 engine (EPA/Carb Tier 4) or comparable
- Single axel trailer
- Shore power AC connector
- CamLocks 1 set installed
- 12V battery charger installed
- Engine block heater installed
- Auto Start module
- 50' cables for each phase and ground with cam-lock connectors on one end and bare ends on the other

Total Price Delivered:

- Qty: 1 each 40 kw Generator 60 Hz, 3 phase 120/240 Volt
- 62 db at full load
- 4LE2X engine (Tier4 certified with DOC) or comparable
- Duel axel trailer
- Shore power AC connector
- CamLocks 1 set installed
- 12V battery charger installed
- Engine block heater installed
- Auto start module
- 50' cables for each phase and ground with cam-lock connectors on one end and bare ends on the other

Total Price Delivered:

- Qty: 1 each 50KW Generator 60 Hz, 3 phase, 277/480 volt
- 62 db at full load
- 4JJ1X engine (Tier 4 certified with DOC & SCR)

- Dual axel trailer
 - Shore Power AC connector
 - Camlocks 1 set installed
 - 12V battery charger installed
 - Auto start module
 - 50' cables for each phase and ground with cam-lock connectors on one end and bare ends on the other
- Total Price Delivered

Complete and ready for operation/installation.

III. Calendar of Events

- A. 06.08.2022 Request for Proposal (RFP) Release Date
- B. 06.22.2022 RFP Inquiries Due no later than 3:30 PM EST
- C. 06.24.2022 Proposals Due no later than 10:00 AM EST
- D. 06.24.2022 Proposal Opening 10:30 AM EST
- E. 06.24.2022 Selection of firm for recommendation 11:00 AM EST.
- F. 07.28.2022 Recommendation and approval of selected firm.

The above schedule may be changed solely at the City's discretion.

IV. Proposal

Proposals shall be applicable with the criteria set forth herein.

V. Selection Process

A designated selection committee will review and evaluate responses to this RFP that a firm submits for and will rank the proposals based on the evaluation criteria.

VI. Conflict of Interest

Any prospective Proposer must make an affirmative statement to the effect that, to its knowledge, the appointment will not result in a conflict of interest with respect to current or anticipated clients of Proposer. If a conflict is deemed to possibly exist, the prospective Proposer shall state the nature of such conflict, and a Proposal to resolve the same prior to appointment as Proposer.

VII. Evaluation Criteria

The City of Waldo shall be the sole judge of its own best interests, the responses, and the resulting agreement. A ranked short list may be presented to the City of Waldo Board of Council or the selection committee may choose to recommend one or more Respondents. Award(s) will be made to the Responder(s) who presents the best value to the City of Waldo based on the entire evaluation process and all the information gathered. Evaluation factors are based on the ability of the Responder to efficiently perform the Scope of Services and the information obtained from the responses to this Request for Proposals.

VIII. Insurance Requirements

- A. The Responder shall procure and maintain, at its sole expense during the life of the engagement, insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

- B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Commission. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.
- C. The insurance shall provide that no material alteration or cancellation, including nonrenewal, shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Responder.
- D. The insurance procured for the Responder shall name the City of Waldo as an additional insured on the comprehensive general liability.
- E. Insurance carrier(s) must have a minimum financial rating of A-.

IX. Proposal Submission

All Responders shall submit one (1) original and three (3) identical paper copies on letter size paper, along with an electronic copy on USB or CD, in a sealed envelope or package of the full response which must include the following information:

1. Cover Letter, addressed to Kim Worley, City Manager
2. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement (Form A)
3. Completed Drug-Free Workplace Certification (Form B)
4. Copy of firm's certificate of insurance.
5. Completed Responder's Certification (Form C)
6. Completed Fee Proposal Page - No form provided.
7. Copy of W-9

SECTION 5 - REQUIRED FORMS

5.1- BIDDER SUBMITTAL CHECKLIST

- Form 5.2 - Bidder's Certification
- Form 5.3 - Drug-Free Workplace Certificate

___ Form 5.4 - Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)

___ Form 5.5 - Affidavit of Non-Collusion

___ Form 5.6 - Professional References

___ Form 5.7 - Vendor Information

___ Form W-9

___ Bid Worksheet (No form provided)

___ Submission of one (1) original marked "ORIGINAL", three (3) identical paper copies, and one (1) electronic copy in pdf format on USB or CD

How did you hear about this solicitation?

___ DemandStar

___ Email

___ City Website

___ Newspaper

Other _____
(please specify)

5.2- BIDDER'S CERTIFICATION

BIDDER'S NAME: _____

Authorized Signature: _____

Date: _____

BID NUMBER: RFP 2021-02

BID TITLE: MOBILE LIFT STATION GENERATORS - HMGP

SUBMITIALS DUE: Wednesday, May 19, 2021

TIME: 10:00 A.M. • Local Time

MAILING ADDRESS:

Waldo City Clerk

P. O. DRAWER B

Waldo, FL 32694

WALK-IN DELIVERY ADDRESS:

Waldo City Clerk

14450 NE 148th Ave.

Waldo, FL 32694

I have carefully examined the RFP including Instructions to Bidders, Terms and Conditions, Special Conditions, Scope of Work and/or Specifications, and any other documents accompanying or made a part of this request. I hereby propose to furnish the goods or services specified in the RFP at the prices provided in this submission. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bid. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in the bid submittal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this bid on behalf of the company as its agent and that the company is ready, willing and able to perform if awarded a contract.

I further certify, under oath, that this bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Waldo or of any other Company interested in said RFP; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the Scope of Work and/or Specifications for the designated services and understanding the Terms and Conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid submission.

Addendum # ____ Date: _____ Addendum # ____ Date: _____
Addendum # ____ Date: _____ Addendum # ____ Date: _____

5.2 - BIDDER'S CERTIFICATION (CONTINUED)

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements as described in this Invitation to Bid. The undersigned further declares that the work will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the submission nonresponsive.

NO EXCEPTIONS ALLOWED AFTER THE INVITATION TO BID IS SUBMITTED:

Please mark one: ___ I take NO exceptions. ___ Exceptions:

Company Name:

Contact Person / Title:

Mailing Address:

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ E-Mail: _____

Federal Identification Number: _____

Authorized Signature:

Notary Public:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ who is personally known _____ OR produced identification _____

Type of Identification Produced _____

(Signature of Notary Public-State of Florida)

Stamp:

5.3 - DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of business) 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 bid or proposal, 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 bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

(Authorized Signature)

(Date)

(Print Name)

Notary Public:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ who is personally known _____ OR produced identification _____

Type of Identification Produced _____

(Signature of Notary Public-State of Florida)

Stamp:

5.4- SWORN STATEMENT UNDER SECTION 287.133(3)(A). FLORIDA STATUTES. ON PUBLIC ENTITY CRIMES

Before me, the undersigned City, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an 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 guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Authorized Signature)

(Date)

(Print Name)

Notary Public:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ who is personally known _____ OR produced identification _____

Type of Identification Produced _____

(Signature of Notary Public-State of Florida)

Stamp:

5.5 -AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF CITY OF WALDO EMPLOYEES

_____ * being first duly sworn, deposes and says that he (it) is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Waldo City Board of City Council or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

(Authorized Signature)

(Date)

(Print Name)

Notary Public:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ who is personally known _____ OR produced identification _____

Type of Identification Produced _____

(Signature of Notary Public-State of Florida)

Stamp:

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant. If Offeror is an individual, state name of Offeror only.

5.6 - PROFESSIONAL REFERENCES

Please provide three (3) current and correct references from clients for similar services. (Do not include City of Waldo)

1. Company Name: _____
Contact Person: _____ City,
State: _____ Telephone
Number: _____ Email
Address: _____
Description of goods or
services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

2. Company Name: _____
Contact Person: _____ City,
State: _____ Telephone
Number: _____ Email
Address: _____
Description of goods or
services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

3. Company Name: _____
Contact Person: _____ City,
State: _____ Telephone
Number: _____ Email
Address: _____
Description of goods or
services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

5.7 -VENDOR INFORMATION

Name of Individual or Business Name:

Parent Company Name (if different than above):

Taxpayer Identification Number (TIN): _____

Vendor is:

() Corporation

() Partnership

() Sole Proprietorship

() Other

(Explain) _____

Permanent Residence/Corporate Office Address:

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Payment Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Purchase Order Address (if different from above):

Address _____

City _____ State _____ Zip Code _____

Phone _____ Fax _____

E-mail _____

Current W-9 Attached? Yes _____