



City of Lake Wales

REQUEST FOR PROPOSAL

Financial Advisory Services

RFP NO. 21-497(2)

Cut along border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID – DO NOT OPEN
SEALED BID NO: 21-497(2)
BID TITLE: Financial Advisory Services
DUE DATE/TIME: Monday, October 25, 2021 at 2:00 PM
SUBMITTED BY: _____ Name of Company

DELIVER TO: PURCHASING DEPARTMENT
CITY OF LAKE WALES
201 W CENTRAL AVE.
LAKE WALES, FL 33853

Please Note: From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Website, www.cityoflakewales.com, from which you obtained this bid. Before submitting your bid you should check our Website to download any addenda that may have been issued.

REQUEST FOR PROPOSAL
RFP # 21-497

NOTICE IS HEREBY GIVEN that the City of Lake Wales is accepting sealed proposals for:

Financial Advisory Services

At 2:00 P.M., EST on Monday, October 25, 2021, in the City Commission Chambers at the Municipal Administration Building, 201 Central Ave. W., Lake Wales, Florida, proposals will be opened and read aloud.

An original, **three (3) copies, with one electronic copy (USB Flash Drive or CD)** of all proposals, including all executed documents and needed attachments, shall be placed in a sealed envelope, marked “Sealed Proposal for RFP **21-497(2)**: Financial Advisory Services”, and delivered prior to the opening deadline, 2:00 P.M., EST on **Monday, October 25, 2021**.

Intent

The City of Lake Wales is seeking proposals in response to this Request for Proposal (“RFP”) from qualified firms to serve as the City of Lake Wales’s financial advisors.

Responding to the Request for Proposals

All persons and firms wishing to submit bids must obtain a complete copy of the Request for Proposal and submit all required forms as outlined in the bid document with their response. Proposals and related forms can be accessed on the City’s website, www.lakewalesfl.gov: Departments: Purchasing, or by contacting Stephanie Edwards, Purchasing Agent, by email at sedwards@lakewalesfl.gov.

Faxed or e-mailed responses will not be accepted. Responses may be hand delivered, mailed, or delivered via courier service to the following address:

City of Lake Wales City Manager’s Office Attention: Purchasing Department Stephanie Edwards 201 West Central Avenue Lake Wales, FL 33853

SECTION 1 - BACKGROUND

City Background Information

The City is a Florida municipality governed by an elected five-member City Commission. The City provides a traditional mix of governmental services, including police and fire protection, the construction and maintenance of streets and infrastructure, stormwater, recreational activities, cultural events, planning, zoning, and administrative services.

In addition, the City has a Community Redevelopment Agency (CRA), which is located within the municipal boundaries. The City of Lake Wales serves a population of approximately 16,386 residents. The City has issued debt for various large capital projects and purchases. As of 09/30/2020, the City had outstanding debt principal of \$27,940,072.

Financial Statements, Capital Improvements Plan, and Budget

Information regarding the City's financials is available through the following resource:

City's Budgets <https://www.lakewalesfl.gov/DocumentCenter/Index/201>

City's CAFR <https://www.lakewalesfl.gov/923/Audits-and-Financial-Reports>

City's 5-Year CIP <https://www.lakewalesfl.gov/DocumentCenter/Index/201>

SECTION 2 – SCOPE OF SERVICES

General Description

The Financial Advisor shall provide comprehensive financial advisory services to the City. Upon written notice from the City, the Financial Advisor shall perform the following services subject to the conditions and in consideration of payment as hereinafter set forth:

A. Debt Issue Development and Sales Services

1. Planning and Development

- a. Provide recommendations on the marketing of bonds including bond covenants, pledge of revenue, flow of funds, legal coverage requirements, municipals bond market trends and timing of issue.
- b. Assist in the preparation and analysis of feasibility studies in cooperation with City staff, bond attorneys, architects, engineers and other professionals as requested by the City. The studies should also include the use of pay as you go and debt financing.
- c. Carefully analyze the financing to determine the best methods of strengthening its marketability consistent with current economic conditions and capital markets conditions and increasingly stringent rating agency criteria. This may involve the use of municipal bonds insurance, surety bonds, letters of credit or other enhancement devices deemed appropriate by the City.

- d. Perform a comprehensive analysis of all City projects and provide the best possible plan for the financing of these projects.
- e. Consult with Bond Ratings Agencies with regard to the proposed financing and assist in obtaining the most favorable rating possible. Prepare the City thoroughly for any necessary rating presentations and participate in those meetings.
- f. Act as a liaison with bond counsel and coordinate other professionals providing information in connection with the proposed financing.
- g. Provide advice and assistance on the requirements of various financing structures, the principal amount of bonds to be sold, maturity schedules, call and put features, premium/discounts, basis of awarding bids and types of sales.
- h. Keep the City abreast of market developments and financing techniques which might be applicable to the City's bond financing program, including available from state and federal programs.

2. Marketing

- a. Advise on the appropriate terms and conditions of the sale, including maturity schedule, underwriter discount, redemption provisions, interest rate bidding requirements and basis for award.
- b. Advise on the timing of the bond sale, taking into consideration such factors as changing economic conditions, current and projected market trends and convenience to the City.
- c. Coordinate with bond counsel the preparation of authorizing resolutions and other documents involved in the sale of bonds or other methods of financing. Assist in publicizing the issue in advance with an Official Statement, Notice of Sale, Bid Forms and such means necessary and advisable to develop nationwide public and institutional interest.
- d. Assist the City in meeting full disclosure requirements and conforming to suggested guidelines when preparing the Official Statement either as an advisor or principal author.
- e. Distribute the Official Statement to potential purchasers of the City's securities across the nation.
- f. Directly contact those lead underwriters most likely to be syndicate manager. Maximize efforts to market the City's debt issuance most effectively.
- g. Conduct informational meetings with the investment community, including investment bankers (dealers and dealer banks) and institutional investors (banks, bank holding companies, and insurance companies), if necessary, to establish bidding interest on this offering.
- h. Advertise any competitive bid, bond sale in nationally prominent financial publications, in addition to coordinating local publications requirements.
- i. In the event of a competitive bid, attend the bid opening to assist with the verification and evaluation of bids and recommend the most favorable bid for award.

3. Bond Closing Phase

- a. Direct bond-closing details, including coordination with bond counsel in order to ensure delivery in the shortest possible time frame.
- b. Furnish prompt, complete reinvestment analysis so that maximum earning will result from investing bond proceeds, in addition to assisting staff and the architect/engineer with establishing schedule for drawdown of fund, if any.
- c. Direct, coordinate and supervise preparation of the transcript and provide the City with bond and interest records showing required semiannual payments and other information relevant to the completed financing.

B. Work Products

The Financial Advisor shall provide the following work products for each competitive and negotiated debt offering.

1. Presale Analysis
2. Offering Statement
3. Post-sale Analysis
4. Such other analysis, cash flow projection and materials necessary for financial planning and bond sale purposes.

C. Other Services

1. Provide advice and assistance with regard to disclosure requirements and reporting related to debt service instruments.
2. Assist the City in such non-debt offering areas of financial management as the City may from time to time request pursuant to the Request for Proposal. This may include the review of the City's current investments and provide strategies to maximize return on investment of these funds.
3. Provide special financial advice to the City as needed. This may include assistance in the development of alternative financing programs for potential capital projects, evaluating State and Federal legislation for the City, assist in determining debt capacity and other tasks as needed.
4. Provide advice and assistance in the development of the funding requirements for the City's Capital Improvements Program.
5. Review the City's current debt and debt structure and make recommendations as necessary to the City upon request.
6. Provide advice and assistance in the development of the City's long range financial plan for debt and capital project financing.
7. Review the City's current investments and provide strategies to maximize return on investment of these funds.
8. Attend City Council meetings and other scheduled City meeting as requested, with reasonable advance notice.

SECTION 3 – QUALIFICATIONS OF FINANCIAL ADVISOR

The Financial Advisor should meet the following qualifications:

1. At least five (5) years of previous experience in business of providing financial advisory services to issuers of tax-exempt debt.
2. Per the City’s Debt Policy, the Financial Advisor will advise on the structuring of obligations to be issued, inform the City of various options, advise the City as to how choices will impact the marketability of the city obligations and will provide other services as defined. To ensure independence, the financial advisor will not bid on nor underwrite any city debt issues and shall be a registered municipal advisor.
3. Experience with various debt instruments including bonds, notes, commercial paper, variable rate issues, swaps, leases, and conduit financings.
4. Experience with various credits, including general obligation, revenue bonds, and special assessment districts.
5. Experience with obtaining credit supports and bond issuance.
6. Experience with rating agencies and familiarity with the credit rating process. Knowledge of the rating criteria used not only by major credit rating agencies, but also the typical large institutional purchasers of tax-exempt debt.
7. Experience with refinancing and other negotiated underwritings, including underwriter selection and issue pricing.
8. Sufficient, qualified staff with previous municipal finance experience. Key staff members should be willing and available to respond to questions from the City’s financial staff on a continuing basis.
9. Adequate technical support to meet the needs of the City.

SECTION 4 – CONTRACT

The effective date of this Agreement shall be after approval by the City Commission, execution of the contract by appropriate parties, and shall thereafter run for a five (5) year term with the option to renew for two (2) additional one year periods, subject to cancellation as provided herein. The City may exercise such advance written notice of its intention to renew prior to the expiration of the then current term. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions, and pricing. Contract renewal shall be based on satisfactory performance, mutual acceptance and determination that the contract is in the best interest of the City. Any renewal will be subject to appropriation of funds by

the City Commission. Renewal(s) will be the obligations of the City of Lake Wales under this Agreement and are subject to the availability of funds lawfully appropriated for its purpose by the City of Lake Wales.

The selected Proposer will be expected to enter into a formal agreement at the time of contract award. The selected Proposer may be asked to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.

SECTION 5 – EVALUATION CRITERIA AND METHOD

The City’s selection committee will evaluate proposals and will select the proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The purpose of the Evaluation Process is to judge the Proposals submitted in response to this Request for Proposal to establish the most advantageous proposer, further identified as the #1 Proposer or highest ranked. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

EVALUATION PROCESS

A. Selection Committee Procedures

Each Committee member will award points according to the Selection Criteria described in each Category.

Evaluation Criteria

The following shall be utilized in the evaluation of the proposals and summarized below are the Evaluation Criteria:

Experience and Qualifications of Firm	25%
Adequate Technical Support/Experience of Staff	25%
Experience with Cities similar to Lake Wales	25%
Overall Impression of Firm/Proposal	10%
Fees	<u>15%</u>
Total	100%

Each Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. Committee may rescore the top three (3) scorers upon completion of interviews, phone conferences, or clarifications of proposals.

Respondents will be ranked in order as determined by the Committee of being best qualified based on the considerations listed in the evaluation criteria. Award sequence will be based on the established ranking.

The City reserves the right to further negotiate any proposal, including price with the highest rated Proposer(s). If an agreement cannot be reached with the highest rated Proposer, the City reserves the right to negotiate the recommended award to the next highest Proposer or subsequent Proposers until an agreement is reached.

SECTION 6 – INSTRUCTIONS FOR PREPARING PROPOSALS

A. Rules for Proposals

The Proposer shall submit an **original and three (3) copies with one (1) electronic copy** (*USB Flash drive or CD*) on 8 ½” x 11” paper, in a clear, concise format, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated

sections, should be provided as an appendix to the proposal. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

B. Proposal Format

1. Title Page. The Title page shall provide the request for proposals' subject, the firm's name, the name address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.
2. Table of Contents. The table of content of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. Letter of Transmittal. This letter will summarize in a brief and concise manner the following:
 - Proposer's understanding of the scope of work and make a positive commitment to timely perform the work.
 - The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
 - Identify all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
 - The Letter of Transmittal must be signed by an authorized agent of the firm and indicate the agent's title or authority.
4. Addendum. Statement acknowledging receipt of each addendum issued by the City, if any.
5. Qualifications and Experience. The submission should include:
 - a. Details on the qualifications of the firm's key individual(s) who will perform the work; including education, experience and specialized knowledge and legal expertise in governmental (including tax-exempt) field and experience in similar work. Qualifications and experience in structuring, negotiating and implementing the full range of tax exempt and taxable bond and note financings, and other derivative product options. Experience and knowledge of Florida municipal issuers and financings. Tenure with firm and length of time in the industry.
 - b. Details on the qualifications of the firm, including documentation of the firm's experience in the business of providing financial advisory services to issuers of tax exempt debt; technical abilities of the firm, experience with major rating agencies, financial institutions and investors during the past two years; include firm's size, structure, location of management and charter authorization and licenses to do business in the State of Florida. Also include firm's national, statewide and local service capabilities, including skilled technical and market resources of the firm. Demonstrate commitment to public finance and ability to track and monitor relevant tax-exempt and taxable bond, swap and other derivative products and government securities markets.
 - c. Provide details of experience with various debt instruments including bonds, notes, commercial paper, variable rate issues, swaps, leases and conduit financings.
 - d. Detail experience with obtaining financing for non-ad valorem assessment projects.
 - e. List at least five (5) Florida references for the firm showing performance of similar type contracts for previous work for the City and/or other governmental entities of similar size (include names, addresses, and phone numbers of each contact person).
 - f. Provide a statement of assurance that your firm is not presently in violation of any statutes of regulatory rules that might have an impact on your firm's operations and provide a summary of any litigation filed against the firm or key personnel in the past three years related to similar type of services requested.

- g. Provide a statement that the firm is independent of banking, underwriting and other interests to assure that the firm can effectively represent the City in negotiations with banks, underwriters and other service providers for the issuance of debt.
 - h. Provide a schedule of up to five debt issues for which the firm has served as financial advisor completed nationally and in Florida for the last five years. Complete a table containing each issue, sorting Florida clients first and providing the information identified below:
 - Name of bond issue
 - Issue Date
 - Size
 - Security Source
 - Underlying Credit Rating
 - Competitive and negotiated transactions
 - Structure: Fixed Auction Rate, Synthetic Fixed or Variable Credit Enhancement, etc.
 - True Interest Cost Rate
6. Availability. Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support.
 7. Schedule of Fees Submittal Requirements. Proposer is to complete Price Proposal Form – “Attachment A”
 8. Additional Information. Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal.

SECTION 8 – SUBMISSION OF PROPOSALS

1. **Request for Additional Information** By submitting a proposal, the proposer agrees to furnish such additional information as the City of Lake Wales may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. To the extent there are any revisions or additions to the information provided or requested in the RFP, an addendum will be sent to all firms who received the RFP. The City of Lake Wales reserves the right to make such investigations of the qualifications of the proposer as it deems appropriate.
2. **Proposals Binding** All proposals submitted shall be binding on proposers for one hundred twenty (120) calendar days following opening of the proposals.
3. **Incurred Expenses** The City of Lake Wales is not responsible for any costs incurred by a firm in either responding to this RFP, or in participating in oral presentations or meetings with the City of Lake Wales.
4. **Proprietary Information** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that the RFPs and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they believe to be exempt from disclosure, citing specifically the applicable exempting law. The City of Lake Wales will consider a proposer's opinions regarding the applicability of Chapter 119, Florida Statutes, but shall not be obligated to concur in such opinions, and shall have no liability to a proposer for making public any information contained in a proposal. All proposals received from proposers in response to this RFP will become the property of the City of Lake Wales and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City of Lake Wales.

5. **Interviews** The City of Lake Wales reserves the right to interview some, all or none of the firms responding to this RFP based solely on the City of Lake Wales's judgment as to the firm's qualifications and capabilities.

6. **Acceptance/Rejection/Modifications to Proposals** The City of Lake Wales reserves the right to negotiate modifications to the proposals that it deems acceptable, to reject any or all proposals, to request and consider additional information from any firm, and to waive minor irregularities and technical defects. The City of Lake Wales reserves the right to seek new proposals when it determines that it is in its best interest to do so. The City of Lake Wales also reserves the right not to pursue any specific financing products discussed in the RFP.

7. **No Separate Proposals from Proposers Under Common Control** Proposers under common control may only submit a single proposal. The City of Lake Wales reserves the right to reject separate proposals from proposers under common control.

8. **Tentative Schedule**

Deadline for return of proposal	October 25, 2021
Recommendation of Award to Commission	November 16, 2021
Execution of a contract	November 17, 2021

General Information and Requirements

1. In accordance with Chapter 119, Florida Statutes, all bids received, and all materials contained therein, once opened are **public record**, and subject to disclosure to any person, organization, or firm, including other firms responding to this invitation to bid.

2. In accordance with section 287.133, Florida Statutes, 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 and 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.

3. The City reserves the right to accept or reject any or all bids, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City. In all instances, the City's decision shall be final.

4. The City of Lake Wales is exempt from taxes imposed by the State and Federal Government. Bids shall not include any taxes or fees.

5. Prospective firms must submit proposals strictly in accordance with the specifications outlined in the Invitation to Bid. Each variance, if any, to the specifications shall be specifically stated in the bid.

6. Prospective firms warrant by virtue of submission of bids that all prices, terms, and conditions stated shall be honored for a period of ninety (90) days after the opening of bids. **Any** changes at the time an order is placed shall result in automatic disqualification of the vendor.

7. The original bid shall be signed, in blue ink, by a corporate officer, partner, or proprietor.

8. The City reserves the right to reject any or all items if in its judgment the item does not meet the needs of the City, or for any reason it deems suitable.

9. Prospective firms are hereby warned not to contact any City employee or official on matters relating to this Invitation to Bid, except as indicated herein. Any attempt to do so, or engaging in lobbying or any other activity interfering with the evaluation process may result in immediate disqualification of the vendor from **any** City business.
10. Per City ordinance, agreements and contracts with a term in excess of one year shall include the following language: "The performance of the City of Lake Wales and its obligation to pay under this contract is contingent upon annual appropriation by the City Commission of Lake Wales." Vendors are warned that this requirement is written into the Code of Ordinances of the City, a public document, and is binding upon all vendors whether or not referenced in any agreement.
11. Prospective firms quoting State of Florida contract pricing must provide the state contract number and date of expiration in their bids or proposals. Firms will be required to provide a copy of the entire contract prior to the placing of orders by the City.
12. Prospective firms hereby warrant by virtue of submission of bids that any and all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon the selected vendor.

Specific Information and Requirements

1. Answers to questions submitted about this Invitation to Bid or the Project will be provided to all known prospective bidders.
2. The selected firm may not discriminate against any employee employed in the performance of services, or against any applicant for employment because of race, religion, color, handicap, national origin, age, gender, or marital status.
3. Bids shall include all information required in the Invitation to Bid. Bidders shall use City standard forms as included in the Invitation to Bid to submit all information, or shall follow the format dictated or include the information required herein where no form is provided. Bid documents shall be arranged in order as indicated on the Bid Contents Form.

Evaluation of Bids

The City of Lake Wales shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. The City reserves the right to seek clarification from prospective firms on any issue in a bid, or take any other action it feels necessary to properly evaluate the bids and construct a solution in the City's best interest.

BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PURCHASING DIVISION PRIOR TO THE TIME AND DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in blue ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **NO BID:** Bidder not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.

3. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

NOTE: Bidders may call the Purchasing Department only for bid results. The telephone number is (863) 678-4182 extension 242. The bid recap will be posted to the City of Lake Wales website at <http://www.lakewalesfl.gov> within ten (10) working days after the bid opening date. The bid analysis will also be posted to the City's website as soon as possible after the bid opening date. Bid files may be examined during normal working hours by appointment.
4. **CITY AS GATEKEEPER OF DOCUMENTS:** This document is issued by City of Lake Wales and as such shall be the sole distributor of all addenda's and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with the Purchasing Division. The City is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the City and the Bidder should not rely on such sources for information regarding the solicitation.
5. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
6. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit price quoted.
7. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
8. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the City at the prices bid. **An original invoice shall be submitted to the appropriate Division at their drawer number, P.O. Box 1320, Lake Wales, Florida 33859.** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user division.
9. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any officer, Director or agent who is also an employee of the City or any of their agencies. Furthermore, all Bidders must disclose the name of any City employee who owns, directly or indirectly, any interest of any amount in the bidder's firm or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any provision of this bid.
11. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Purchasing Agent or her representative. No other person shall be authorized to make changes verbally or in writing.
12. **LIABILITY:** The vendor shall hold and save the City, Its Officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save Harmless the City and its employees from liability of any nature or kind, including cost and

Expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.

14. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Purchasing Division within 72 working hours of electronic posting of the bid award, unless only one bid was received.

FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF LAKEWALES, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTECT AND ANY RESULTING CLAIM.

15. **SUMMARY OF TOTAL SALES:** At the end of each quarter, the successful vendor is required to furnish the Purchasing Division with a summary of sales, in total dollars, for the work performed as a result of this bid.
16. **INDEMNIFICATION:** In consideration of Ten Dollars (\$10.00) and other valuable Considerations, Seller shall defend (by counsel reasonably acceptable to City), indemnify and hold Harmless the City, its employees and agents from and against, including, but not limited to, all liability, claims, suits, demands, damages, losses and costs, including attorney fees, arising out of or resulting from the performance of its services, provided that any such liability, claims, suit, demand, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the service itself), including the loss of use resulting there from; and (b) caused in whole in part by an act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a part indemnified hereunder. The contractor shall indemnify and hold harmless the City and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses and expenses (including attorney fees) arising out of any infringement or patent rights or copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.
17. **PUBLIC ENTITY:** 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they complied with said statute.
18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the City. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.

20. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
21. **PACKAGING:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
22. **MEETS SPECIFICATIONS:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification should meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.
23. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any Supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and those only materials of first quality and correct type, size and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
24. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid/proposal prior to delivery, it shall be the responsibility of the supplier to notify the Purchasing Division at once. Their letter shall indicate the specific regulation, which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the City.
25. **TOXIC SUBSTANCE:** Notice of successful vendor (s) to provide to City toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.
 - a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic Substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet (s), herein referred to as MSDS, which to the best of manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the City with the revised information as it becomes available to the manufacturer, importer or distributor.
 - b. Failure to provide the MSDS, when applicable, shall be cause of rejection of bid.
26. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City, unless loss or damage results from negligence by the City.
27. **SAMPLES:** Samples of items, when called for, must be furnished free of expense and may, upon request be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Sample of successful bidder's items may remain on file with Purchasing for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Purchasing Division shall dispose of the samples.

29. **PUBLIC RECORDS:** Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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 and not.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract 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 public agency in a format that is compatible with the information technology systems of the public agency.

GENERAL INFORMATION

1. **DEFINITIONS:** The term “City” means the City of Lake Wales, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
2. **LOCAL PREFERENCE:** It is policy of the Board of Commissioners to afford local preference to City entities in the award of bids. Preference shall be administered in accordance with the following:
 - **.Ordinance 2013-17, Sec 2.418. Commodities or contractual services in excess of the threshold amount for Category Two – Thirty-five thousand dollars (\$35,000.00).**
 - The contract shall be awarded with reasonable promptness by written notice to the qualified and responsive bidder who submits the lowest responsive bid after the city manager obtains the formal approval of the city commission for the bid award. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid. Preference shall be given to a local vendor when the bid is not more than two percent (2%) higher than the low bid.
 - Local Vendor: Any person who, or place of business which, provides or proposes to provide a commodity or contractual service when such person or business has a principal place of business located within the City of Lake Wales.
 - If a contract is being funded in whole or in part by assistance of any federal, state or local agency, which disallows local preference, the City will adhere to those requirements by not applying this section.
3. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.
 - **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies, which may become due herein, are not assignable, except with the prior written approval of the Purchase Director.
4. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.

5. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any time, with prior notice.
7. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
8. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
10. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Purchasing Agent shall be the sole Judge as to whether or not any addition, revision or deletion changes the intent of the bid.
11. The Purchasing Agent reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the City to do so. The Purchasing Agent will notify the Vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

If the User Division determines that the performance of the Vendor does not comply with the bid Requirements, the division may:

- a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
11. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the City.
 12. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) Days after effective date of the bid, unless bid conditions are breached as specified herein, after that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The City reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the City. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Purchasing Director may cancel the bid immediately.
 13. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the Vendor's bid proposal are based on, are hereby made a part of the purchase order by reference hereto.
 14. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.

16. **PRICE INCREASES:** The Purchasing Agent reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the City. Increase/decrease will be determined by the appropriate price index.

17. INSURANCE REQUIREMENTS:

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods or services.

Worker's Compensation Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability – Occurrence form required (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$600,000. Products and completed operations aggregate shall be \$600,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

Commercial Automobile Liability Insurance (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

Evidence of Insurance The Contractor/Vendor shall furnish the City of Lake Wales with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Lake Wales is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of insurance must be on file with and approved by the City of Lake Wales before the commencement of any work activities.

SPECIAL CONDITIONS

1. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.
2. All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General information, Item #16.

3. **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid.
4. Any contract may be cancelled by either party without cause by giving sixty (60) days notice in writing. This contract is subject to immediate cancellation by the City for poor service and delivery.
5. Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to abide by the following in preparing their bids:
 - Return only the required bid submittal pages
 - Avoid comb, velo binding, and plastic binders
 - Avoid plastic dividers and/or plastic tabs
 - Print and/or copy double-sided to the extent feasible
 - Use at least 30% post-consumer recycled content paper to the extent practicable
6. Vendors must possess either a City Local Business Tax Receipt (f/k/a Business License) or an Occupational License from any other government entity located within the state of Florida in order to do business with the City of Lake Wales. **A copy of such license must be submitted with your bid submittal.**

ALL RESPONDERS SHALL INCLUDE IN THEIR SUBMITTALS:

1. Copy of business license or tax receipt
2. Vendor's application, W-9 and Public Entity Crime Statement
3. Insurance Submittal Page, Signature Submittal Page
4. Non-Collusion Affidavit of Prime Bidder, Drug-free Workplace Form, Indemnification

PROPOSAL FORM - ATTACHMENT A

A. MINIMUM FEE PER TRANSACTION (If Applicable)		
\$ _____ For General Obligation Bonds, Revenue Bonds and Taxable Bonds		
B. SUCCESSFULLY CLOSED GENERLA OBLIGATION BONDS AND REVENUES BONDS		
Item	Bond Par Amount: Proposer to identify amount ranges below.	Fee Per \$1,000 Bond
1	\$ _____ to \$ _____ \$ _____ to \$ _____ \$ _____ to \$ _____ \$ _____ to \$ _____	\$
2	Plus for amounts granter than \$ _____	\$
C. BANK LOANS		
1	Minimum fee for bank loan or LOC	\$
2	Maximum fee for bank loan or LOC	\$
D. HOURLY FEE PROPOSAL FOR CONSULTING SERVICES		
	Title of Professional in Firm Assigned to City	Hourly Fee
		\$
		\$
		\$
		\$
		\$
E. ANNUAL RETAINER, IF APPLICABLE		\$
F. OTHER EXPENSES, PLEASE DESCRIBE: (OUT OF POCKET, INDIRECT COSTS)		

Company Representative: _____ Date: _____

**SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)**

To The City of Lake Wales, a Florida municipal corporation:

Date: _____

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittal forms, and I am authorized to sign this proposal for the proposer. In submitting a proposal to the City, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME (TYPED OR PRINTED)

CITY, STATE AND ZIP CODE

TITLE (TYPED OR PRINTED)

(AREA CODE) TELEPHONE NUMBER

TOLL FREE NUMBER

(AREA CODE) FAX NUMBER

E-MAIL ADDRESS

Any other Government Agency may use this proposal. [] YES [] NO [] N/A

A City check will be accepted as method of payment. [] YES [] NO

NOTE: If Proposer checks "yes" above, Proposer agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this proposal.

NON-COLLUSIOIN AFFIDAVIT OF PRIME PROPOSER

(SUBMITTAL PAGE)

State of _____

County of _____

_____, Being first
Duly sworn, deposes and says that:

1. he/she is _____ of _____, the Proposer that has submitted the attached Proposal;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposers nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Proposer, firm or person to fix the price or prices in the attached proposal of any other Proposer, or to fix any overhead, profit or cost element of the Proposal Price or the Proposal Price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____

(Title)

My Commission Expires: _____

DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employee for violations of such prohibition

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.

5. Impose a sanction on or require 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

**INSURANCE
(SUBMITTAL PAGE)**

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in RFP #16-406.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

Company Name

Proposer (signature)

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____
Signature of Owner or Officer

DATE: _____

ATTEST: _____
Corporate Secretary or Witness

STATE OF: _____
COUNTY OF: _____

Organization Phone Number

The foregoing instrument was acknowledged before me this ____ day of _____ 2021 by
_____, of _____.
Printed Name Company Name

He/She is personally known to me or has produced _____ as
State Drivers License Number

Identification, and did ____/did not ____ take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

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

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 _____
[print name of the public entity]

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 or 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 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, non-jury 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:
1. A predecessor or successor of a person 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. The term "affiliate" included 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.

5. 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.

6. 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. [attached is 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]

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____

by _____ who is personally known to me and who did ___ did not ___

take an oath.

Notary Public, Commission No.:
My Commission Expires:

(printed name)