



City of Lake Wales

Request for Proposal

Master Lease Agreement for Vehicles and Equipment

RFP NO. 17-441

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

<p style="text-align: center;">SEALED PROPOSAL – DO NOT OPEN</p> <p>SEALED RFP NO: 17-441</p> <p>RFP TITLE: Master Lease Agreement for Vehicles and Equipment</p> <p>DUE DATE/TIME: Tuesday, February 20, 2018 at 2:00 PM prevailing time</p> <p>SUBMITTED BY: _____ Name of Company</p>

<p style="text-align: center;">DELIVER TO: City of Lake Wales City Manager’s Office Attention: Drew Buckner, Purchasing Agent 201 West Central Avenue Lake Wales, FL 33853</p>
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Please Note: From time to time, addenda may be issued to this Request for Proposal. Any such addenda will be posted on the same website, www.cityoflakewales.com, from which you obtained this Request for Proposal. Before submitting your proposal, you should check our website to download any addenda that may have been issued.

**REQUEST FOR PROPOSAL
RFP #17-441**

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

Master Lease Agreement for Vehicles and Equipment

At 2:00 P.M., prevailing time on Tuesday, February 20, 2018 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 and two (2) copies of all proposals, including all executed documents and needed attachments, shall be placed in a sealed envelope, with label from the solicitation packet affixed, and delivered prior to the opening deadline, 2:00 P.M., prevailing time on Tuesday, February 20, 2018.

Intent

The City of Lake Wales is seeking a qualified vendor to provide a master lease agreement that will provided needed vehicles and equipment.

Responding to the Request for Proposal

All persons and firms wishing to submit proposals must obtain a complete copy of the Request for Proposal and submit all required forms as outlined in the solicitation document with their response. Proposals and related forms can be accessed on the City's website, www.cityoflakewales.com; Departments: Purchasing, or by contacting Drew Buckner, Purchasing Agent, via email at abuckner@cityoflakewales.com.

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

<p>City of Lake Wales City Manager's Office Attention: Drew Buckner, Purchasing Agent 201 West Central Avenue Lake Wales, FL 33853</p>
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SCOPE OF SERVICES/SPECIFICATIONS:

- The successful Proposer shall provide an open-ended master lease agreement for vehicles and equipment purchases. Annually, the City of Lake Wales (City) Commission approves appropriations for various lease purchases.
- This Request for Proposal is seeking financial institution(s) interested in providing “Master Lease Agreements” with the City for vehicle and equipment leases. If Proposer(s) Master Lease Agreement is approved, throughout the year, City staff members shall notify the Proposer(s) of current lease purchase requests and seek competitive interest rates. The Proposer(s) offering the most advantage leasing terms to the City shall be selected.
- The City usually prefers 60 month terms with a \$1 buyout at the end of the leasing period but Proposer shall be flexible.
- Over the last several years, the City has annually had vehicle and equipment lease purchasing financing between \$300,000 to \$600,000.
- The successful Proposer(s) shall understand that the City *typically* requires lease appropriations between \$300,000 to \$900,000.
- For Fiscal Year 2017’2018, the City shall be seeking lease purchasing (estimated \$900,000) for the following vehicles/equipment:
 - ✓ Nine (9) 2018 Ford F150 SuperCab trucks with up-fits
 - ✓ One (1) 2018 Ford F150 SuperCrew 4x4 truck with up-fit
 - ✓ Two (2) 2018 Ford F150 SuperCab with up-fits (including ladder racks)
 - ✓ One (1) 2018 Ford F250 SuperCab with up-fit
 - ✓ One (1) 2018 Ford Explorer with up-fit
 - ✓ One (1) John Deere 624K Front End Loader with equipment and options
 - ✓ One (1) John Deere 4052R Compact Utility Tractor (Turf Tires) with John Deere H180 Loader
 - ✓ One (1) John Deere 4052R Compact Utility Tractor (Industrial Tires) with John Deere H180 Loader
 - ✓ Two (2) Frontier AP13F floating pallet forks
 - ✓ One (1) John Deere MX6 Lift-Type Rotary Cutter and one (1) Frontier BB5060 box blade
 - ✓ One (1) 2017 Baumalight 3P24 Stump Blaster
 - ✓ One (1) Vermeer/Vactron LP373GT with options
 - ✓ One (1) 2018 Peterbuilt 337 with TL3 HDX body Grapple Truck
- The successful Proposer(s) shall be responsible for communicating and coordinating directly with the dealership, distributor and/or manufacturer, from purchase order to proper up-fitting, to provide a turnkey product delivered to the City of Lake Wales.
- The successful Proposer shall obtain quotes (schedules) directly from the dedicated dealership, distributor and/or manufacturer upon request by the City.
- The successful Proposer(s) shall provide prompt payment to the dealership, distributor or manufacturer once the vehicle or equipment is delivered AND accepted by the City of Lake Wales.
- The successful Proposer(s) shall perform certification of titles and vehicle registration (tag and title work) for benefit of the City.
- The lease period on any particular vehicle or piece of equipment shall not commence until the date the particular vehicle or piece of equipment is delivered and accepted by the City.

General Information and Requirements

1. In accordance with Chapter 119, Florida Statutes, all proposals 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 RFP.
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 proposal 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 proposals, 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. Proposals shall not include any taxes or fees.
5. Prospective firms must submit proposals strictly in accordance with the specifications outlined in the RFP. Each variance, if any, to the specifications shall be specifically stated in the proposal.
6. Prospective firms warrant by virtue of submission of proposals that all prices, terms, and conditions stated shall be honored for a period of ninety (90) days after the opening of proposals. **Any** changes at the time an order is placed shall result in automatic disqualification of the vendor.
7. The original proposal 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 RFP, 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 proposals 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 proposals 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 RFP or the Project will be provided to all known prospective proposers.
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. Proposals shall include all information required in the RFP. Proposers shall use City standard forms as included in the RFP to submit all information, or shall follow the format dictated or include the information required herein where no form is provided. Proposal documents shall be arranged in order as indicated on the Proposal Contents Form.
4. The City will allow the use of **approved** subcontractors or third parties in performing work outlined in this RFP.

Evaluation of Proposals

The City of Lake Wales shall be the sole judge of the proposal and the resulting agreement that is in its best interest and its decision shall be final. All proposals 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 proposal, or take any other action it feels necessary to properly evaluate the proposals and construct a solution in the City's best interest.

PROPOSAL INSTRUCTIONS AND GENERAL INFORMATION

PROPOSAL INSTRUCTIONS: To ensure acceptance of this proposal, follow these instructions.

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

1. **EXECUTION OF PROPOSAL:** Proposal must contain an original signature of an authorized representative in the space provided on the signature page. Proposal must be typed or printed in blue ink. Erasable ink is not permitted. Corrections made by proposer to any proposal entry must be initialed by the person who signs the proposal.
2. **NO PROPOSAL:** Proposer not interested in submitting a proposal should return a "no proposal," with an indication of the reason for no proposal and the interest in future proposal solicitations.
3. **PROPOSAL OPENING:** It is the responsibility of the proposer to assure that their proposal is delivered at the proper time and place prior to the proposal opening. All proposal openings shall be public, at 2:00 p.m. prevailing time, on the date specified in the Notice to Proposers. Proposals, which for any reason are not so delivered, will not be considered. **PROPOSAL SUBMITTAL FORMS USING FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

NOTE: Proposers may call or email the Purchasing Agent only for proposal results. The proposal recap will be posted to the City of Lake Wales website at <http://www.cityoflakewales.com> within ten (30) working days after the proposal opening date. The proposal analysis will also be posted to the City's website as soon as possible after the proposal opening date. Proposal 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 proposer 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 Proposer should not rely on such sources for information regarding the solicitation.

5. **TAXES:** Proposers 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 proposal.
6. **DISCOUNTS:** Proposers may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for proposal evaluation purposes. Proposers are encouraged to reflect cash discounts in the unit price quoted.
7. **MISTAKES:** Proposers are required to examine the specifications, delivery schedule, proposal prices and all instructions pertaining to the requirements of this proposal. Failure to do so will be at proposer's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by proposer to any proposal entry must be initialed by the person who signs the proposal.
8. **INVOICING AND PAYMENT:** The successful proposer shall submit a properly certified invoice to the City at the prices proposal. **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 proposal 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 proposers must disclose, with their proposal, the name of any officer, Director or agent who is also an employee of the City or any of their agencies. Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, any interest of any amount in the proposer's firm or any of their branches. Award of this proposal shall be subject to the provisions of Chapter 112, Florida Statutes.
10. **WARRANTY:** Unless otherwise specified, the proposer agrees that the services furnished under this proposal shall be covered by the most favorable commercial warranty the proposer 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 proposal.
11. **ADDENDUM:** Any changes in the proposal 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 elected and appointed officials, agents and employees harmless from liability of any kind in the performance of this proposal and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
13. **PATENTS AND ROYALTIES:** The proposer, 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 proposal. If the proposer uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal 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. **PROPOSAL PROTEST:** Any proposer desiring to file a proposal protest, with respect to a recommended award of any proposal, 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 proposal award, unless only one proposal was received.

FAILURE TO FOLLOW PROPOSAL PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF LAKEWALES, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST 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 proposal.
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 party 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit proposals 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 proposal, the proposer hereby certifies that they complied with said statute.
18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received, preference shall be given to a proposal 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 proposal response.
19. **PRICES, TERMS AND PAYMENT:** Firm prices shall be proposal 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 proposal shall be firm for forty-five (45) days.
20. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, 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 proposal shall be new (current model at the time of this proposal) unless otherwise specified in the specifications. The proposer represents that all equipment offered under this

specification should meet or exceed the minimum requirements specified. Proposer 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 some of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that 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 proposal/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 Florida Statutes) 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 proposal.
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 proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Sample of successful proposer'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 proposal 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 Florida municipal corporation, and its authorized designees, agents or employees.
- 2. **AWARD (S):** The award of this proposal shall be based on the best value proposer as determined by using the evaluation criteria set forth therein. As the best interest of the City may require, the right be reserved to make award(s) by individual item, group of items or as otherwise indicated in the RFP.
- 3. **LOCAL PREFERENCE:** It is policy of the City Commissioners to afford local preference to City entities. Points shall be administered in accordance with local preference.
 - 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 incorporated 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.
 - The contract shall be awarded with reasonable promptness by written notice to the qualified and responsive proposer after the city manager obtains the formal approval of the city commission for the proposal award. This proposal must be determined in writing to meet the requirements and criteria set forth in the RFP.
- 4. **NON-CONFORMANCE TO PROPOSAL CONDITIONS:** Services not delivered as per delivery date in proposal and purchase order may result in proposer being found in default, in which event any and all re-procurement costs may be charged against the defaulting vendor. This non-conformance to proposal conditions may result in immediate cancellation of the purchase order.
 - **ASSIGNMENT:** Any purchase order issued pursuant to this proposal and the monies, which may become due herein, are not assignable, except with the prior written approval of the Purchasing Director.
- 5. **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.
- 6. **FACILITIES:** The City reserves the right to inspect the proposer’s facilities at any time, with prior notice.

7. **PLACING OF ORDERS:** The award of this proposal does not constitute an order. Before any services can be performed, the successful proposer 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 proposal 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 proposal price sheets that change the intent of the proposal will cause the proposal to be non-responsive and the proposal 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 proposal.
11. The Purchasing Agent reserves the right to terminate or suspend the award of this proposal, 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 proposal 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 proposal obligations shall prevail for at least one hundred eighty (180) Days after effective date of the proposal, unless proposal conditions are breached as specified hereinafter that period, for the protection of both parties, either party may cancel this proposal in whole or part by giving thirty (90) days prior notice in writing to the other party. The City reserves the right to cancel any proposal after reasonable written notice to the successful proposer should the service not be in the best interest of the City. Should the service rendered for any proposal cause or threaten endangerment to public safety or welfare, the Purchasing Director may cancel the proposal immediately.
 13. **PLANS AND SPECIFICATIONS:** The specifications and other proposal documents upon which the prices in the Vendor's 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 proposal 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 \$500,000 each accident, \$500,000 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 \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. 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 \$1,000,000 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. Award of proposals will be based on an overall low average of markups meeting specifications. The City reserves the right to reject any or all proposals and/or waive any minor irregularities in the proposals received, whichever would be in the best interest of the City.
2. **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 proposal shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General information, Item #16.
4. **PERFORMANCE OF WORK:** The work required under this proposal shall be performed by the entity submitting the proposal.
5. 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.
6. **SEALED PROPOSALS:** All proposal submittals must be completed and submitted in a sealed parcel. **PROPOSAL SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND TWO (2) COPIES.** The **Original** proposal submittal(s) shall be submitted on the forms provided by the City. All proposals are subject to the conditions herein; failure to comply will subject proposal to rejection.
7. If it becomes necessary to revise or amend any part of this proposal, an addendum will be issued and will be posted on the City's website at www.cityoflakewales.com "Purchasing & Proposals". **It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.**
8. Proposers are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to adhere to the following in preparing their proposals:
 - Return only the required proposal 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
9. 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 proposal submittal.**

ALL RESPONDERS SHALL INCLUDE IN THEIR SUBMITTALS:

1. Master Lease Agreement; including all specifications/scope of work detailed on page 2 of this solicitation packet.
2. Copy of business license or tax receipt
3. Vendor's application, W-9 and Public Entity Crime Statement
4. Insurance Submittal Page, Signature Submittal Page, Proposal and Addendum Acknowledgement
5. Non-Collusion Affidavit of Prime Proposer, Drug-free Workplace Form, Indemnification
6. A brief history of the firm. Information should include your organizational structure, management location and evidence of Florida licensure.
7. A description of the services specifically relating to the governmental sector, which the proposer is capable of providing.
8. A list of at least 5 references the City may contact in order to assist in the evaluation of past performance.
9. The firm name and contact person, address, telephone number, fax number and email address of the office from which the services are being provided.

PROPOSAL AND ADDENDUM ACKNOWLEDGMENT

Receipt of Addenda Acknowledgement

Proposer shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Proposal Acknowledgement

This acknowledgment shall be signed, in blue ink, by a corporate officer, partner, or proprietor:

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 adhere to all conditions of this proposal and certify that I have read and understand the solicitation documents in their entirety. I have completed and submitted all proposal submittals and I am authorized to sign this proposal for the Proposer.

Authorized Signature _____
Date

Name of Authorized Person: _____

Title / Position of Authorized Person: _____

**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 elected and appointed officials, 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 Proposal #17-441.

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 elected or appointed officials, 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 elected and appointed officials, 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 _____ 2014 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 proposal 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 elected or appointed officials, 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 proposals or applies to proposal 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 elected and appointed officials, 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 elected and appointed officials, 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 elected and appointed officials, 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 elected and appointed officials, 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)