

REQUEST FOR PROPOSALS
CITY OF KEY COLONY BEACH, FL

Wastewater System Operation

RFP 2019 WWTPS

The City of Key Colony Beach is accepting competitive proposals from qualified firms to provide **Wastewater Treatment Plant and associated Collection System(s) herein entitled “WWTPS” Operations.**

The intent of this Request for Proposal (RFP) is to obtain sealed proposals from qualified and experienced firms who are interested in assisting the City of Key Colony Beach by providing WWTPS. The selected firm must have knowledge of and provide all services in full compliance with all applicable local, State, and Federal laws, regulations, executive orders, and have the proper licensing requirements to operate the City’s WWTPS.

The City will receive proposals at the location stated below until **3:00 p.m. on Monday, January 21, 2019** at which time they will be opened and read aloud publically. Submittals received after this deadline will not be considered.

The complete submittal consisting of **1 original, 1 copy and 1 pdf (cd or thumb drive)** must be delivered to City Hall in a sealed package, clearly marked on the outside **RFP 2019 WWTPS** and addressed to:

City of Key Colony Beach
Attn: Chris Moonis, City Administrator
RFP 2019 WWTPS
P.O. BOX 510141, 600 WEST OCEAN DRIVE
KEY COLONY BEACH, FL 33051-0141

Hand delivered submittals shall be taken to the City Administrator’s office at the above address. To receive a copy of this Request for Proposal (RFP) or for information concerning this RFP, including specific requirements and evaluation criteria, please visit www.keycolonybeach.net, or contact, the City Administrator at (305) 849-0273 or cmoonis@keycolonybeach.net.

The CITY OF KEY COLONY BEACH reserves the rights to negotiate with any or all firms submitting proposals. Small and minority businesses, women’s business enterprises, and labor surplus area firms are encouraged to submit qualifications and firms using subcontractors must solicit such firms in the subcontracting process.

The CITY OF KEY COLONY BEACH is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, persons with disabilities, or limited English proficiency.

1.0 INTENT:

The intent of this Request for Proposal (RFP) is to obtain sealed proposals from qualified and experienced firms who are interested in assisting the City of Key Colony Beach by providing **Wastewater Treatment Plant and associated Collection System(s) herein entitled “WWTPS” Operations**. The selected firm must have knowledge of and provide all services in full compliance with all applicable local, State, and Federal laws, regulations, executive orders, and have the proper licensing requirements to operate the City’s WWTPS.

Please follow the instructions in the RFP Response Requirements Section.

The executed contract will meet all rules applicable local, State, and Federal laws, regulations, executive orders, and have the proper licensing requirements to operate the City’s WWTPS.

The Successful Respondent(s) will be awarded an agreement effective from the date of award or notice to proceed as determined by the City of Key Colony Beach. The anticipated start date of the agreement is expected to be February 1, 2019.

2.0 PROJECT SUMMARY:

Introduction:

The City of Key Colony Beach is located in Monroe County, Florida.

Work under this contract is expected to include, but not be limited to the following:

- The Owner owns fee title to that certain parcel of real property located on Key Colony Beach, Monroe County, Florida together with the wastewater treatment plant, and the related buildings and improvements now and hereafter existing thereon and there under (the “property”), including but not limited to a wastewater system.
- The “System”, as defined, currently consists of a 340,000 gallon per day wastewater treatment plant, related effluent disposal injection wells, reuse system, approximately 17 lift stations and related wastewater collection system mains operated pursuant to a Domestic Wastewater Facility Permit (the “Permit”) issued to Owner by the State of Florida Department of Environmental Protection (the “DEP”).
- The successful proposer will be engaged and is experienced in, and has all licenses, permits and authorization required for the operation and maintenance of the System and the Property.
- Collaborate with City staff and other City consultants on the Wastewater facility and the System to ensure a smooth transition and ongoing operation.
- Subject to negotiation, the Minimum agreement period is 3 years with reoccurrence at 1 year intervals. The Maximum initial agreement period is 5 years.

- **Option 1:** The Owner desires to engage successful proposer as an independent contractor to operate and maintain the Domestic Wastewater Treatment facility and the Sewage Lift Station facilities (the “Facilities”) within the System. Agent desires to accept such engagement, all subject to the terms and conditions of an Agreement;

-OR-

- **Option 2:** The Owner desires to engage successful proposer as an independent contractor to operate and maintain the Domestic Wastewater Treatment facility and the entire “System” as defined above. Agent desires to accept such engagement, all subject to the terms and conditions of an Agreement.
- Site Plans, Operation Manuals, and System Data will be made available upon request. A fee may be assessed dependent on the size and time necessary to compile the information request. Basic System information will be provided at the pre-bid meeting.

Minority/Women (M/WBE) Participation: If Proposer is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If Proposer is not a certified M/WBE, describe your company’s previous efforts, as well as planned efforts, in meeting M/WBE procurement goals under Florida Statutes 287.09451. 8. The City encourages M/WBE firms to respond to this RFP.

Subcontractors: Any subcontracts issued under this contract must comply with the necessary affirmative steps to assure minority businesses, women’s business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR200.321. Note: The use of any Contractor, or Sub-Contractor, that has been declared debarred by the Office of Federal Contract Compliance Programs (OFCCP) is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the firm to ensure that any subcontractor(s) or subconsultant(s) are in good standing with the OFCCP and not on the debarment list.

3.0 RFP RESPONSE REQUIREMENTS:

- A. Requesting the RFP document: To receive RFP documents, please download the documents directly from the City of Key Colony Beach’s website www.keycolonybeach.net or contact Chris Moonis, City Administrator at (305) 849-0273 or cmoonis@keycolonybeach.net .
- B. Any questions can be emailed to Chris Moonis, cmoonis@keycolonybeach.net until 10:30 a.m. on January 14, 2019. Any Addenda to this RFP will be posted on the City’s website and emailed to those firms which have notified the City Administrator of their intention to submit a proposal. It remains the sole responsibility of the offering firm to contact the City of Key Colony Beach prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and acknowledge any addenda with each proposal.

- C. A pre-bid meeting will be held at City Hall (trailer located at corner of 7th St and W. Ocean Drive), 600 West Ocean Drive, Key Colony Beach, FL 33051-0141 on Thursday January 3rd, 2019 at 2:00pm. While the meeting is not mandatory, attendance is highly encouraged.
- D. Preparation and Format: Proposals should be prepared in a clear and concise manner to meet the requirements of the RFP. Proposals must be signed by an authorized representative or contracting agent of the firm. The Respondent shall include pricing for additional anticipated labor categories, including other non-labor related project costs. All sheets must be completed in full.
- E. Proposal Delivery:
Proposals are due no later than **3:00 p.m. on Monday, January 21, 2019**. The complete submittal, consisting of **1 original, 1 copy and 1 color pdf** (cd or thumb drive) of the proposal must be delivered to City Hall in a sealed package, clearly marked on the outside **RFP 2019 WWTPS** and addressed to:

City of Key Colony Beach
Attn: Chris Moonis, City Administrator
RFP 2019 WWTPS
P.O. BOX 510141, 600 West Ocean Drive
KEY COLONY BEACH, FL 33051-0141

Hand delivered submittals shall be taken to the City Administrator's office at the above address.

4.0 MINIMUM RFP RESPONSE REQUIREMENTS:

Please submit the following information with your Proposal:

- a. Cover letter with the name, address, phone number, and email address of the person or company submitting the proposal. Provide the name of the project manager/ primary contact person and person authorized to contract for the company.
- b. In order to demonstrate the Respondent has sufficient qualifications, resources and experience, please provide the following information:
 - A brief history of the company or firm's team and an overview of the Respondent's experience indicating resources, understanding, qualifications, background, etc., in providing the services related to Wastewater Plant & Wastewater System experience, including:
 - Describe your specific experience and magnitude of work with municipalities and within the State of Florida.
 - Identify the head office of the Respondent and, if different, the location of the Respondent's office in the region.
 - Discuss any additional scope of work items which are not mentioned in the Project Summary, based upon your experience, will be of great assistance to the City in WWTP and System operations.

- Provide at least two (2) references for which Respondent has performed similar services within the last five (5) years. Provide at least one (1) reference directly related to your experience working with municipalities.
- c. List of all current contracts, if any, in Monroe County.
 - d. Provide a summary of any litigation, claim(s), or contract disputes filed by or against the Respondent in the past three (3) years which is related to the services Respondent provides in the regular course of business. State if there are NO litigation claim(s) or contract dispute(s) filed by or against the Respondent in the past three (3) years.
 - e. Provide a statement of the firm's current bonding capabilities, Certificate(s) of Liability insurance and Workers Compensation.
 - f. The City reserves the right to negotiate terms as needed to improve elements of the proposal to best meet the needs of the City, including cost.
 - g. Cost Center Tracking: The Firm shall track time and materials and invoices submitted to the City for payment must reflect the project breakdown and provide sufficient documentation to ensure reimbursement. The costing of the contract must meet City guidelines for reimbursement.
 - h. Minority/Women (M/WBE) Participation: If Proposer is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If Proposer is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.
 - i. PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list may not transact business with any public entity in excess of the threshold amount provided in Section 287.017. Proposers must be in compliance with Section 287.133, Florida Statutes. Proposers must submit the Sworn Statement Form, included in this RFP as Attachment B with their Response.
 - j. The Proposer must include in its Response, the Non-Collusive Affidavit, included in this RFP as Attachment C. Failure by the Proposer to submit this affidavit will result in the Response being deemed non-responsive.
 - k. DRUG-FREE WORKPLACE FORM: Any person submitting a bid or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM, Attachment D and submit it with the proposal. Failure to complete this form in every detail and submit it with the bid or proposal may result in immediate disqualification of the proposal.
- 5.0 TERMS OF CONTRACT: The City reserves the right to negotiate and revise stated contract terms and conditions prior to the Firm and City executing an agreement. The firm shall serve at the pleasure of the City and be subject to removal, with or without cause, at any time during

the term of the agreement by giving a minimum of thirty (30) days written notice to the other party.

- 6.0 **Public Records:** Proposer understands that the Response is a “public record”, and the public will have access to all documents and information pertaining the Response and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Response, acknowledges that the City may provide public access to or provide copies of all documents subject to disclosure under applicable law. Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Response by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legitimate.

- 7.0 **Debarred/Suspended Vendors:** An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Response that includes such an entity or affiliate will be deemed non-responsible and the Response will not be considered.

- 8.0 **Insurance Requirements:** The Respondent shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to the City within fifteen (15) days after award of contract, with the City listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next selected Respondent/Proposer. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of VI or better.

| <u>Insurance Requirement</u> | <u>Required Limits</u> |
|--|-------------------------------------|
| Worker’s Compensation | Statutory Limits |
| Employer’s Liability | \$1,000,000/\$1,000,000/\$1,000,000 |
| General Liability | \$1,000,000 Combined Single Limit |
| Vehicle Liability \$1,000,000 Combined Single Limit | \$1,000,000 Per occurrence |
| Professional Liability \$2,000,000 aggregate | \$1,000,000 per occurrence |

9.0 **EVALUATION CRITERIA:**

| Criteria | Weight |
|--------------------------------------|--------|
| Experience/Qualifications/References | 20 |
| Pricing/Staffing | 50 |
| Project Approach/Plan | 10 |
| Availability | 20 |

PRICE PROPOSAL FORM OPTION 1:

RFP 2019 WWTPS

Option 1: The Owner desires to engage successful proposer as an independent contractor to operate and maintain the *Domestic Wastewater Treatment facility and the Sewage Lift Station facilities* (the “Facilities”) within the System.

Management Fee. Owner shall during the term of this Agreement pay Agent for the performance of its management and administrative duties hereunder a management, and administrative duties fee (the “Management Fee”) of \$ [REDACTED] in twelve (12) monthly installments of \$ [REDACTED].

Note: Compensation for services shall be adjusted annually in accordance with the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) in the Miami – Ft. Lauderdale Florida area and shall be based on the annual average CPI-W computation from January 1 through December 31 of the previous year. Annual adjustments shall be made on the anniversary date each year of contract execution.

Additional Services at Additional Cost. In the event Owner requests any services not otherwise included within the responsibilities of Agent under the Agreement, including without limitation, periodic testing of treated effluent for Seawater Intrusion, perform monthly meter reading services, sludge removal, and items identified in “**Attachment A1**”, Agent shall perform additional non-routine services at an additional cost to Owner equal to the rates identified in “**Attachment C**” plus charges for materials and equipment and the reimbursable costs, incurred in the performance of such additional services.

A1: ROUTINE OPERATIONS, MAINTENANCE, AND REPAIRS

- A. Regular and daily inspections of the treatment plant, pumps, lift stations to assure Owner of efficient operations and provide Owner with recommendations deemed necessary for continued efficient operation. Such recommendations shall be in writing on a monthly report to Owner. Emergency needs shall be reported verbally and immediately to Owner.
- B. Daily cleaning of screening baskets, tanks, and the removal of scum build up throughout.
- C. Replace worn, frayed, or broken belts supplied by Owner on all equipment as needed. Weekly oil and/or lubricate and degrease all mechanical components as per manufacturer’s specifications and requirements.
- D. Remove any floating debris from all tanks as needed.
- E. Perform all test and complete all forms for monthly operational reports required by all regulatory agencies having jurisdiction over the Owners Property and System. Testing shall be done in accordance with specifications of government regulatory agencies having jurisdiction over the Owners Property and System.
- F. Submit all written reports, including test results to government regulatory agencies requiring same and maintain a file copy of each on the Owners Property.

- G. Maintain a plant log containing all daily and monthly test results. Such logs and the copies of reports listed in H shall be the property of the Owner.
- H. Not less than twice weekly perform all tests necessary to obtain the best operational results.
- I. Submit monthly report to Owner regarding the wastewater treatment plant system conditions including recommendations for replacement and repairs and inventory requirements of materials and supplies to be maintained in a system warehouse to insure a continuing operation. Make a semi-annual inventory of all Owner Property, equipment, and supplies with the Owner and provide a report thereon.
- J. Recommend work to be done by outside maintenance and repair contractors and review billing and recommend any adjustments for work completed.
- K. Attend Utility Board meeting prepared to discuss all reports and the general condition of the Property and System and attend any other meeting at the request of the Owner.
- L. Place requisitions for chemicals, equipment, and other supplies through the utility board clerk and recommend sources for same. Agent will submit a requisition order for each item to be purchased and Owner will pay the vendor directly.

B1: NON-ROUTINE OPERATIONS, MAINTENANCE, AND REPAIRS

- A. Perform or supervise the repair and/or replacement work or direct such work to be performed by others as may be contracted by the Owner to a third party contractor or in case of emergency need, which in the opinion of the Agent; requires such emergency attention to maintain the function of the Facilities; supervision of work by others or emergency work shall be considered over and above the normal scope of the Agent's regular obligation and the Owner shall compensate Agent for its services based on the time expended by its personnel (at the rates identified in **Attachment C**) and the Agents charge for materials and equipment and other reimbursable costs incurred in the performance of such emergency duties.
- B. Removal of sludge for the Property and from the Property premises.
- C. Replacement or installation of pumps, blowers, chlorinator, or other major pieces of equipment or machinery. The need for such replacement or installations shall be immediately reported by the agent to Owner and confirmed in writing.
- D. Painting or coating of Property.
- E. Pump down on Property or System.
- F. Yard maintenance of Facilities.
- G. Any change in Agent's cost due to change in regulations, change in law, modifications to existing permit at the time of signing this Agreement, or other similar events which would warrant additional services of Agent pursuant to those changes.
- H. Any work requested by the Owner related to the System or Property that is not part of the Facilities and work related to the Facilities that extend beyond the duties described in Attachment A1.
- I. Any and all pre-approved time spent on the Property and System of Owner greater than time required in Article II will be billed at the rates identified in **Attachment C**.

C1: SCHEDULE OF PRICES

Option 1: The Owner desires to engage successful proposer as an independent contractor to operate and maintain the *Domestic Wastewater Treatment facility and the Sewage Lift Station facilities* (the “Facilities”) within the System.

| <u>CATEGORY</u> | <u>RATE</u> | <u>UNIT</u> |
|---|-------------|--------------|
| Plant Operator | \$ _____ | per / Hour |
| Mechanical Labor | \$ _____ | per / Hour |
| Electrical Technician Labor | \$ _____ | per / Hour |
| Laborer/Support Services | \$ _____ | per / Hour |
| Compliance Sampling | \$ _____ | per / Month |
| Reuse Sampling TSS | \$ _____ | per / Sample |
| Reuse Sampling Fecal Coliform | \$ _____ | per / Sample |
| Giardia/Cryptosporidium Sampling (One Sample Every Five Years) | \$ _____ | per / Sample |

Option 2: The Owner desires to engage successful proposer as an independent contractor to operate and maintain the **Domestic Wastewater Treatment facility and the entire “System” as defined above (Section 2.0)**. Agent desires to accept such engagement, all subject to the terms and conditions of an Agreement.

Management Fee. Owner shall during the term of this Agreement pay Agent for the performance of its management and administrative duties hereunder a management, and administrative duties fee (the “Management Fee”) of \$ [REDACTED] in twelve (12) monthly installments of \$ [REDACTED].

Note: Compensation for services shall be adjusted annually in accordance with the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) in the Miami – Ft. Lauderdale Florida area and shall be based on the annual average CPI-W computation from January 1 through December 31 of the previous year. Annual adjustments shall be made on the anniversary date each year of contract execution.

Additional Services at Additional Cost. In the event Owner requests any services not otherwise included within the responsibilities of Agent under the Agreement, including without limitation, periodic testing of treated effluent for Seawater Intrusion, perform monthly meter reading services, sludge removal, and items identified in “Attachment A1”, Agent shall perform additional non-routine services at an additional cost to Owner equal to the rates identified in “Attachment C” plus charges for materials and equipment and the reimbursable costs, incurred in the performance of such additional services.

A2: ROUTINE OPERATIONS, MAINTENANCE, AND REPAIRS

- M.** Regular and daily inspections of the treatment plant, pumps, lift stations to assure Owner of efficient operations and provide Owner with recommendations deemed necessary for continued efficient operation. Such recommendations shall be in writing on a monthly report to Owner. Emergency needs shall be reported verbally and immediately to Owner.
- N.** Daily cleaning of screening baskets, tanks, and the removal of scum build up throughout.
- O.** Replace worn, frayed, or broken belts supplied by Owner on all equipment as needed. Weekly oil and/or lubricate and degrease all mechanical components as per manufacturer’s specifications and requirements.
- P.** Remove any floating debris from all tanks as needed.
- Q.** Perform all test and complete all forms for monthly operational reports required by all regulatory agencies having jurisdiction over the Owners Property and System. Testing shall be done in accordance with specifications of government regulatory agencies having jurisdiction over the Owners Property and System.
- R.** Submit all written reports, including test results to government regulatory agencies requiring same and maintain a file copy of each on the Owners Property.
- S.** Maintain a plant log containing all daily and monthly test results. Such logs and the copies of reports listed in H shall be the property of the Owner.

- T. Not less than twice weekly perform all tests necessary to obtain the best operational results.
- U. Submit monthly report to Owner regarding the wastewater treatment plant system conditions including recommendations for replacement and repairs and inventory requirements of materials and supplies to be maintained in a system warehouse to insure a continuing operation. Make a semi-annual inventory of all Owner Property, equipment, and supplies with the Owner and provide a report thereon.
- V. Recommend work to be done by outside maintenance and repair contractors and review billing and recommend any adjustments for work completed.
- W. Attend Utility Board meeting prepared to discuss all reports and the general condition of the Property and System and attend any other meeting at the request of the Owner.
- X. Place requisitions for chemicals, equipment, and other supplies through the utility board clerk and recommend sources for same. Agent will submit a requisition order for each item to be purchased and Owner will pay the vendor directly.

B2: NON-ROUTINE OPERATIONS, MAINTENANCE, AND REPAIRS

- J. Perform or supervise the repair and/or replacement work or direct such work to be performed by others as may be contracted by the Owner to a third party contractor or in case of emergency need, which in the opinion of the Agent; requires such emergency attention to maintain the function of the Facilities; supervision of work by others or emergency work shall be considered over and above the normal scope of the Agent's regular obligation and the Owner shall compensate Agent for its services based on the time expended by its personnel (at the rates identified in **Attachment C**) and the Agents charge for materials and equipment and other reimbursable costs incurred in the performance of such emergency duties.
- K. Removal of sludge for the Property and from the Property premises.
- L. Replacement or installation of pumps, blowers, chlorinator, or other major pieces of equipment or machinery. The need for such replacement or installations shall be immediately reported by the agent to Owner and confirmed in writing.
- M. Painting or coating of Property.
- N. Pump down of Property or System.
- O. Yard maintenance of Facilities.
- P. Any change in Agent's cost due to change in regulations, change in law, modifications to existing permit at the time of signing this Agreement, or other similar events which would warrant additional services of Agent pursuant to those changes.
- Q. Any work requested by the Owner related to the System or Property that is not part of the Facilities and work related to the Facilities that extend beyond the duties described in Attachment A1.
- R. Any and all pre-approved time spent on the Property and System of Owner greater than time required in Article II will be billed at the rates identified in **Attachment C**.

C2: SCHEDULE OF PRICES

Option 2: The Owner desires to engage successful proposer as an independent contractor to operate and maintain the *Domestic Wastewater Treatment facility and the entire “System” as defined above (Section 2.0)*. Agent desires to accept such engagement, all subject to the terms and conditions of an Agreement.

| <u>CATEGORY</u> | <u>RATE</u> | <u>UNIT</u> |
|---|----------------------|--------------|
| Plant Operator | \$ <u> </u> | per / Hour |
| Mechanical Labor | \$ <u> </u> | per / Hour |
| Electrical Technician Labor | \$ <u> </u> | per / Hour |
| Laborer/Support Services | \$ <u> </u> | per / Hour |
| Compliance Sampling | \$ <u> </u> | per / Month |
| Reuse Sampling TSS | \$ <u> </u> | per / Sample |
| Reuse Sampling Fecal Coliform | \$ <u> </u> | per / Sample |
| Giardia/Cryptosporidium Sampling (One Sample Every Five Years) | \$ <u> </u> | per / Sample |

ATTACHMENT B

SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted for _____.
2. This sworn statement is submitted by _____
Whose business address is: _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If
entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)
3. My name is _____ and my relationship to the entity named above
is _____
4. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Section 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” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Section 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.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor one or more of the 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 public entity crime subsequent to July 1, 1989.

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

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

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Type of ID

**ATTACHMENT C
NON-COLLUSION AFFIDAVIT**

I, _____ according to law, on my oath, and under penalty of perjury, depose and say that:

1. I am _____

of the firm of _____

the bidder making the Proposal for the project described in the Request for Proposal for:

_____ and that I executed the said proposal with full authority to do so.

2. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/responder or with any competitor.
3. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder/responder and will not knowingly be disclosed by the bidder prior to the opening of the responses, directly or indirectly, to any other bidder/responder or to any competitor.
4. No attempt has been made or will be made by the bidder/responder to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition.
5. The statements contained in this affidavit are true and correct, and made with full knowledge that the City relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Respondent)

(Date)

STATE OF: _____

COUNTY OF: _____

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

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT D
DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(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 employees 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, and 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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or 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, or 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.

Respondent's Signature

Date

NOTARY PUBLIC

My Commission Expires: _____

END OF RFP - WWTPS