



Request for Proposals (RFP)

24-04-16

OPERATIONS, MAINTENANCE AND MANAGEMENT OF WASTEWATER TREATMENT SYSTEM

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Exhibits

Exhibit A Insurance

REQUEST FOR PROPOSAL
OPERATIONS, MAINTENANCE AND MANAGEMENT
OF WASTEWATER TREATMENT SYSTEM

The City of Crestview is issuing a request for proposal (RFP) to firms capable of managing, operating, and maintaining the Wastewater Treatment System at 5101 Arena Road, Crestview, Florida 32536.

Subject to approval by the City Council, the contract term under consideration is five (5) years with **one** five-year renewal.

The City of Crestview will conduct a pre-submission meeting and site tour on **Tuesday, March 19, 2024, at 10:00 AM local time**. The pre-submission meeting will be held in the Crestview Wastewater Treatment Plant.

The proposal is to be organized according to the format outlined and bound into one volume. Each proposal should respond to all information requested in the RFP.

Proposals should be submitted to the following address on or before **April 16th, 2024, 2:00 p.m. local time**.

City of Crestview
Attn: Maryanne Schrader
City Clerk
198 N. Wilson Street
Crestview, Florida 32536

The City of Crestview may reject any proposal if it is not complete, not organized as outlined and/or if the proposal is received after the submission date and time specified.

Sealed offers for furnishing the services, supplies or equipment described herein will be received by the office of the **City Clerk**, until 2:00 pm, Central (local) time on April **16th**, 2024. No offers will be accepted after the above stipulated date and time. This is an advertised solicitation, and the Proposers will be publicly read in the City Hall Council Chambers, 198 N. Wilson St., Crestview, Florida on April **16th**, 2024, 2:00 p.m. local time, or as soon thereafter as possible. Only the names of the Proposers and verification of bond submittal, if applicable, will be publicly announced.

Sealed proposals received by the City pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Article I of the Florida State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. All other information will be subject to Florida's Open Government Laws regarding public contracting.

This is a Request for Proposals and subject to the Consultants Competitive Negotiation Act (CCNA) per s. 287.055, Florida Statutes.

I. INTRODUCTION

A. BACKGROUND AND PURPOSE

The City of Crestview (hereinafter referred to as "City") was organized in 1916 and is governed by an elected board of five council members. Members of the council are elected to serve four-year terms. The city serves a population of over 20,000 residents in northwest Florida panhandle within an area of 16 square miles in Okaloosa County. In keeping with its mission, the City provides police and fire services, emergency communications, animal control, water and sewer services, parks maintenance, street and stormwater maintenance, youth sports, planning and zoning, building inspections and permitting, and a full range of administrative services. The City of Crestview has 267 employees, 261 full-time and 6 part-time.

The City of Crestview is issuing this RFP to solicit firms and other service providers capable of performing full-service operations, maintenance and management for the wastewater treatment system as described in this document.

This RFP is issued in accordance with the provisions of the laws of the State of Florida, invites qualified firms to submit proposals describing their technical approach, financial qualifications, and pricing to deliver the scope of service described. Subject to approval by Crestview City Council, the contract term under consideration is for five (5) years, with one five (5)-year renewal thereafter.

By issuing this RFP, the City is seeking to work with a Proposer with the technical and financial resources to perform required operation, maintenance, and management services for the wastewater treatment system. Also, the selected firm will provide a strong technical support team, operate safely and in compliance with all regulatory requirements, implement sustainable and effective maintenance programs, and allocate staff and materials efficiently.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

- a. Contractor, Firm, Proposer, are synonymous.
- b. Agreement, Contract, Purchase Order are synonymous.
- c. Project, Services, Scope, and Work are synonymous.

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C. DEFINITIONS (Add any additional definitions as needed)

- a. "The City," "City," and "City of Crestview" refer to the City of Crestview, Florida.
- b. "Contractor," "Firm," "Proposer," is any individual, entity, or combination thereof that submits a Proposal in response to this RFP.

II. SCHEDULE OF EVENTS AND COMMUNICATIONS

A. SCHEDULE OF EVENTS

The following Schedule of Events represents the City's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Central (Local) time.

Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the RFP Schedule of Events. Proposers shall respond in a timely manner to the written RFP and any exhibits, attachments, or addenda. **A Proposer's failure to submit a proposal as required before the deadline will cause the proposal to be disqualified. Late proposals will not be accepted, nor will additional time be granted to any potential Proposer.**

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The City is not responsible for the failure of the Proposer to check for any RFP document updates, changes, or answers to questions.

| EVENT | Date | TIME |
|---|-------------------|--------------|
| Advertisement for RFP | February 28, 2024 | 1:00 pm CST |
| Pre-submission Meeting | March 19 , 2024 | 10:00 am CST |
| Deadline to submit questions and clarification requests | March 26, 2024 | 4:00 pm CST |
| City Issues Responses to Written Comments and Questions | April 2, 2024 | 4:00 pm CST |
| Proposal submittal | April 16th, 2024 | 2:00 pm CST |
| City Council Selection | June 10, 2024 | 6:00 pm CST |
| Agreement and Contract Execution | August 15, 2024 | TBD |
| Contract start date | October 1, 2024 | TBD |

Prospective Proposers will participate in person. This pre-proposal conference will be recorded. **Attending the pre-proposal conference is optional and not required for proposal submission.**

Date: March 19, 2024

Time: 10:00 am

B. SINGLE POINT OF CONTACT

Heather Sutton, **Purchasing Specialist**

heathersutton@cityofcrestview.org

City of Crestview - City Hall

PO Box 1209

198 N Wilson Street

Crestview, FL 32536

Ph. 850-682-1560

All information regarding this solicitation can be obtained by visiting <https://www.cityofcrestview.org/448/Bids-And-Requests> or in-person by visiting Crestview City Hall.

All firms are hereby placed on formal notice that neither the City Council nor any employees from the City of Crestview Government are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit a response, or have submitted a response, for this project are not to contact City personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the City. Any such lobbying activities may cause immediate disqualification for this project.

C. COMMUNICATIONS REGARDING THE RFP

Upon release of this RFP, all Proposer communications concerning this procurement must be directed to the Point of Contact named above. Unauthorized contact regarding the RFP with other City employees of the procuring City agency may result in disqualification.

Questions concerning this proposal, including specifications, requirements, terms and/or conditions of a solicitation, etc. must be submitted in writing no later than the date and time in the Schedule of Events. Proposers are responsible for checking <https://www.cityofcrestview.org/448/Bids-And-Requests> or in-person for any RFP document updates, changes, or answers to questions posted.

Any additional information not included in this solicitation which the City finds necessary and material to respond to the RFP will be posted as an addendum on <https://www.cityofcrestview.org/448/Bids-And-Requests>.

Any oral communications shall be considered unofficial and nonbinding on the City. Any irregularities or lack of clarity in the RFP should be brought to the attention of the City for correction or clarification during the initial question and answer period.

III. SCOPE OF WORK

It is Proposer's responsibility to propose a complete scope of work that explains in detail Proposer's offering and encompasses the requirements set forth below, which includes the minimum list of services and deliverables the selected provider is expected to provide the City. The City may modify the proposed scope of work to meet available funding or to best meet the needs of the City.

A. OVERVIEW OF WORK REQUIREMENTS

The following facilities are included in the scope of work:

- 2.67 million gallon per day (mgd) Biological Wastewater Treatment Plant (WWTP)
- Rapid Infiltration Basin (RIB) System
- Slow-rate land application system (spray field)
- Lloyd Street Lift Station and Force Main

The 2.67-mgd Biological Wastewater Treatment Plant consists of two trains, each with a treatment capacity of 1.375-mgd monthly average daily flow (MADF). The plant includes a master lift station, headworks with three static screens, a bar rack and a vortex grit remover. Each treatment train includes an anoxic basin, an oxidation ditch, and a secondary clarifier. Effluent from the clarifiers is disinfected by a dual chamber Chlorine Contact Basin, then gravity flows to a 2.10 mgd annual average daily flow (AADF) Spray Irrigation System for reuse. The spray irrigation system includes a 10-million-gallon storage pond. The biosolids treatment process includes two aerobic digesters, a rotary drum thickener and a belt filter press. Residuals are land applied at various permitted agricultural land application sites in Okaloosa and Walton Counties.

The Lloyd Street Lift Station consists of three 10-inch Gorman-Rupp Pumps with ancillary equipment and transports raw wastewater through a 20" Force Main to the WWTP.

The Spray Irrigation System is a reuse system consisting of a 241-acre Part II Spray Field including a wet area of 176-acres and a capacity of 1.53 MGD AADF.

The foregoing facilities are referred to collectively as the "System."

B. DETAILED SCOPE OF SERVICES

The Proposer is responsible for the operation, maintenance, and management (OM&M) of the wastewater treatment system. This scope includes, but is not

limited to, the following:

1) **Staffing** –

- The current staffing includes six (6) dedicated full-time personnel.
- Similar staffing will be accepted; so long as the Proposer maintains coverage 16 hours per day, 7 days a week for the wastewater system.
- All personnel should possess the experience, qualifications, skills, and wastewater certifications required to perform proper and effective operations and maintenance activities. The Proposer also should be prepared to:
 - i. Provide a comprehensive benefits plan to promote staff retention.
 - ii. Provide an incentive program to promote continuous training and wastewater certification accreditation.
 - iii. Respond to callouts 24 hours a day and within 30 minutes of notification.
 - iv. Furnish and maintain company provided vehicles and light-duty service trucks necessary to perform daily management, operations, and maintenance activities.
- Minimum personnel qualifications for management and lead positions include:
 - i. Onsite Project Manager with at least 10 years of wastewater operations and maintenance experience in Florida and possess a Florida Class B Wastewater Operator License. The Project Manager must attend all meetings required to update City officials on the facility's operation. The Project Manager is responsible for contract administration, reporting, and all aspects of operations and maintenance performance.
 - ii. Onsite Lead Operator with at least 5 years of experience in wastewater treatment and licensed at minimum as a Florida Class B Wastewater Operator.

2) **Maintenance** – Proposer will maintain all land, buildings, improvements, and permanent equipment. Equipment maintenance shall be performed in accordance with the manufacturer's recommendations or industry-accepted, condition-based maintenance. The Proposer must provide proof thereof to the City's satisfaction. Proposer will:

- Perform and document all preventive, predictive and corrective maintenance Cartegraph system (CMMS); software will be provided by the City.
- Maintain aesthetics of all Systems associated with this RFP.
- Perform spray-field operations, maintenance, and hay disposal in compliance with Florida Department of Environmental Protection (FDEP) standards.
- Cut and bale hay as a part of spray field maintenance, hay is to be

provided to the City of Crestview for general use.

- Be responsible for rodent and other vector control at all facilities as needed.

3) **Safety and Regulatory Compliance** – Proposer will implement safety and emergency response programs. The Proposer shall perform services safely, securely, and efficiently. Workplace safety shall be maintained according to best practices for systems of comparable size and scope.

- The Proposer is responsible for compliance with the State of Florida regulatory requirements and all other applicable local, state, and federal laws and regulations.
- The Proposer is responsible for preparing all National Pollutant Discharge Elimination System (NPDES) discharge reports pertaining to the facilities in a timely manner and delivering to the city, the Florida Department of Environmental Protection (FDEP), and other appropriate regulatory agencies for the following:
 - i. National Pollutant Discharge Elimination System (NPDES) Permit No. FLA 01 0193

The Proposer shall be liable for fines or civil penalties imposed by a regulatory agency for violations of the effluent quality requirements resulting from Proposer's negligent operation. Proposer shall be liable for all judgments, liabilities, damages, claims, and other costs precipitated by violations of the plant's wastewater discharge permit, caused by Proposer's negligence. If the City is assessed fines because of Proposer negligence in performance of its contractual obligations, the Proposer will reimburse the city for those fines.

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- 4) **Biosolids Management** – Proposer shall gather, monitor, prepare, and report data required by the City. This can include, but is not limited to:
 - Processing, monitoring, transporting, and disposing of all solids — including screenings and biosolids — generated at the wastewater treatment system to a city-approved disposal facility.
 - Preparing and submitting annual biosolids reports.
 - Retaining all biosolids records and providing copies of all reports to the city.
- 5) **Laboratory** – Perform all laboratory and analytical services required for process control and permit reporting for the system.
- 6) **Communications and Reporting** – Provide a communications plan to include the following reports:
 - Discharge monitoring reports (DMR) as submitted to FDEP.
 - Monthly operations and maintenance reports.
 - Annual operations and maintenance report.
- 7) **Odor Control** – Minimize odors throughout the treatment process. The City will be constructing a municipal sports complex adjacent to the system and any odors must not affect the experience of visitors to the complex.
- 8) **Facility Access** – Proposer will enable access for periodic inspection of all facilities as requested by the City during normal hours of operation.
- 9) **Capital Improvement** – Proposer will develop one- and five-year capital improvement recommendations as well as provide the operations and maintenance fee (including chemicals, maintenance repair, solids disposal and electrical) for incorporation into the City’s annual budget process. For annual budgeting purposes, the Proposer shall coordinate with City staff to identify needs in the wastewater collection system, including the collection system components operated by the city. This information shall be summarized in the annual capital improvement recommendations.
- 10) **Capital Improvement Implementation** – Proposer must demonstrate the ability to perform out of scope construction projects as needed as a part of the capital improvement plan as it pertains to the wastewater treatment plant collection system, including but not limited to pipe maintenance and installation, lift stations, and SCADA.
- 11) **Coordination with City Service Providers** – Proposer will cooperate and assist the City with any consultants and subcontractors retained for any planning, design, and construction related to the system or project equipment included in the contract and scope of work.

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It is understood that the City cannot list every generally accepted practice that should be associated with a scope of work of this magnitude. As such, the City expects the selected contractor to perform necessary scoping items that are reasonable and rational. The City does not expect to receive out-of-scope change orders because a single specific item was not discussed in this scope.

C. PROPOSER MINIMUM QUALIFICATIONS

1. The selected firm must demonstrate a minimum of 10 years of hands-on experience in managing wastewater treatment plants of comparable size and complexity. This experience should encompass the full spectrum of plant operations, including treatment processes, maintenance protocols, and regulatory compliance.
2. The proposed management team should include individuals with relevant academic qualifications, such as degrees in Environmental Engineering, Civil Engineering, or related fields. Additionally, certifications from recognized wastewater treatment organizations (e.g., WEF, AWWA) are highly desirable.
3. The firm must have a proven track record of ensuring strict adherence to all applicable environmental regulations, permits, and reporting requirements. This includes but is not limited to EPA standards, NPDES permits, and state/local regulations governing wastewater discharge.
4. Demonstrated expertise in the operation and maintenance of diverse wastewater treatment processes, including activated sludge systems, biological nutrient removal, disinfection, and solids handling. Proficiency in troubleshooting complex operational issues and implementing innovative solutions is essential.
5. A strong commitment to safety must be evident in the firm's approach to plant management. This includes comprehensive safety protocols, regular training programs, and a proactive stance towards risk mitigation and emergency preparedness.
6. The firm should possess sound financial management capabilities, including experience in budget development, cost tracking, and procurement. Demonstrated success in optimizing operational efficiency while containing costs is a key consideration. Efforts are essential to building trust and fostering positive relationships.
7. Provide detailed references from previous clients or projects, highlighting successful outcomes, innovative approaches, and client satisfaction. Evidence of long-term partnerships and repeat business is indicative of a firm's reliability and performance.

D. PROPOSER PREFERRED QUALIFICATIONS

1. Commitment to environmental sustainability and resource conservation should be embedded in the firm's operational philosophy. Experience in implementing energy-saving initiatives, resource recovery programs, and green technology solutions is advantageous.
2. The firm should have a proven ability to engage with local communities, regulatory agencies, and other stakeholders in a transparent and collaborative manner. Effective communication strategies and proactive outreach.
3. A robust quality assurance program is imperative to ensure consistent compliance with effluent standards and operational benchmarks. The firm must have established procedures for real-time monitoring, data analysis, and performance optimization.

E. REMUNERATION

ADDITIONAL SERVICES

During the contract term, the City may request the Proposer to deliver engineering and design resources to support capital improvement projects. The City will request these out-of-scope services *in addition* to the base scope of service. The City may negotiate and award separate task orders for these services. The City may also request that the Proposer provide repair, upgrade, and rehabilitative services for infrastructure components throughout the utility system. The scope of work for these services shall be developed on an individual basis and will be considered out-of-scope services. The fee for these services will be in addition to the base services.

IV. INSTRUCTIONS FOR COMPLETION OF PROPOSALS

A. SUBMITTING PROPOSALS

1. Proposers shall submit a Technical Proposal and a Cost Proposal separately. The Cost Proposal must be submitted as a separate file. The Technical Proposal will not include any references to cost, price, or billable rates.
2. **Proposals must be submitted in person or by mail.** Proposals submitted by any other means or methods will NOT be accepted. The proposal will be deemed non-responsive and not considered for award.
 - a. It is the sole responsibility of the Proposer to ensure their proposals reach the City before the Due Date and Time.
 - b. Late proposals will not be accepted, nor will additional time be granted to any potential Proposer.

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3. Failure to provide all information, inaccuracy, or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Conversely, the City reserves the right to ask for specific information from a Proposer where a Proposer did not provide requested information.
4. Proposers are encouraged to use the following format for proposals:
 - a. All pages should be single-sided, single-spaced, with one (1) inch margins, using an appropriate type of font and size.
 - b. Identify the Proposal number and Proposer name on every page submitted.
 - c. Include a table of contents identifying all aspects of the proposal (including exhibits and any addenda) with sufficient detail to facilitate easy reference to all requested information.
5. Each Proposer must submit **seven (7)** copies of their proposals no later than **April 16, 2024, by 2:00 p.m. local time**. No facsimile copies will be accepted. **Seven (7) paper copies and one digital copy should be provided on a USB Thumb Drive in a sealed package**. The package should be clearly labeled "Request for Proposals for the Operation, Maintenance, and Management for the City of Crestview Wastewater Treatment System." Proposers are requested to submit Proposals to:

**City of Crestview
Attn: Maryanne Schrader
City Clerk
198 N. Wilson Street
Crestview, Florida 32536**

B. TECHNICAL PROPOSAL CONTENT

FIRM QUALIFICATIONS AND EXPERIENCE – TAB "A"

1. Cover Letter. (2 pages)

The cover letter shall provide a summary of the services to be provided, list the project manager/key point of contact, and explain the primary reason why the Proposer would be the best choice for the contract. The cover letter must be signed by an authorized officer or employee of the firm who has authority to negotiate and contractually bind the organization. The title of the authorized officer or employee, their name, address, e-mail, and phone number must be included. The City intends to correspond only with Proposer's authorized officer or employee for all correspondence regarding this RFP. Submitting accurate and updated contact information is the responsibility of the Proposer. Obligations committed by such signatures shall be binding.

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2. Corporate Background Information (2 pages maximum)

- a. Legal name, address, and telephone numbers of the principal office (national headquarters), project office and local office (if applicable). If services will be provided from additional locations, provide this same information for these offices.
- b. Year established.
- c. Type of organization (partnership, corporation, etc.).
- d. Name, title, address, e-mail, and telephone number of the person to whom correspondence shall be directed.
- e. Description of the services usually provided by the firm.
- f. Description of projects performed for agencies in the State of Florida during the last 3 years.

3. Organizational Qualifications and Experience

Describe the firm's qualifications for performing similar, relevant, or related services. Identify the team's experience pertaining to the following:

- a. Technical capabilities in terms of personnel, equipment and materials, method of assigning work, and procedures for maintaining level of service.
- b. Describe the firm's capabilities to perform full-contract operations, maintenance, and management of the wastewater treatment system, and number of years it has engaged in contract operations, maintenance, and management services.
- c. Developing innovative approaches and problem solving.
- d. Specific knowledge of Florida's requirements that may relate to the scope of services.
- e. Completing projects within established schedules and budgets.

4. Key Individuals and Qualifications.

Identify and include qualifications of specific individuals to be assigned to the project including the individual(s) who would be assigned overall responsibility for performing the services.

- a. Include project team resumes. Indicate the Project Team by name and title and specify which services the individuals will provide to the City. Resumes should focus on projects or work performed that is similar in scope to this type of work.
- b. Provide a project team organizational chart indicating the primary role and responsibility of each team member.
- c. The proposal should clearly associate specific staff with tasks, estimate the percentage of time they will be available to the project and their qualifications.

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- d. Submit short experience statements for each identified individual, including prime personnel, and their key qualification and experience which makes them suited for their proposed assignment on the project. Full resumes can be included as an appendix to the proposal. Every effort should be made to ensure that staff resources identified in the proposal would be available for the project in the event an agreement is awarded to your firm.

5. Litigation.

Provide a summary of any litigation, claim(s), or contract dispute(s) which have been finalized and/or decided by a court of law, which were filed by or against the firm in the past five (5) years. The summary should state the nature of the project, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved. The disclosure can be limited to:

- a. Cases, which are related to contractual services provided in the regular course of business.
- b. The regional/district office that will be supporting this contract.
- c. Sanctions: List any regulatory or license agency sanctions.
- d. Lost Accounts: Provide a complete list of all accounts lost due to early dissolution or non-renewal. Include contact names and telephone number, length of service at each account, and reason for the loss. This list can be limited to the regional/district office, which will be supporting this contract, and may be limited to the past five (5) years.
- e. Canceled Accounts: Provide a complete list of all accounts canceled/terminated by the Proposer prior to the expiration date. Include contact name and telephone number, length of service provided, and reason the firm chose to cancel the contract. This list can be limited to the regional/district office that will be supporting this contract and may be limited to the past five (5) years.
- f. Contract Denial: Indicate if your firm has been denied a contract award on which you submitted the best proposal. If so, explain in detail.

6. Financial Plan.

Each respondent is required to submit documentation to demonstrate that their business is fiscally and operationally sound, with sufficient human and financial resources necessary to: (1) fulfill the implicit and explicit contractual obligations identified in this solicitation and (2) provide the level of services required by the specifications that result from the solicitation process. The following documentation is required to be submitted with your response to this solicitation, or your response will be disqualified.

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Respondents are required to submit the following items:

1. Preferred Documentation: Surety Bond commitment letter in the amount stated below.

The surety bond commitment letter must:

- a. Be written by a Surety that (1) holds a certificate of authority authorizing it to write surety bonds in Florida and (2) has a minimum A.M. Best's Rating of "A-" (or industry equivalent).
- b. Be on Surety's letterhead.
- c. State that the Surety will provide a Surety Bond (Performance Bond and/or Payment Bond (see item (d) below) in the amount of the Respondent's contract.
- d. Are used to fulfill any portion of the final contract, then the commitment letter should include both a Performance Bond and a Payment Bond.

The Surety shall also maintain a current certificate of authority as an acceptable Surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in Circular 570, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in Circular 570 and the surety shall provide evidence satisfactory to the City that the amount in excess of the net retention is protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, Revised September 1, 1978 (31 CFR Section 223.10, Section 223.11).

IMPORTANT: Required Surety value may be increased or decreased during the negotiation phase and/or contract term if the contract value changes. The City shall determine the actual amounts of the performance and/or payment bonds, based upon the final specifications agreed in the award. Surety will be required to provide Surety Bond through a licensed Florida agent within ten days after the City's approval of the final agreement. Prior to the Performance and Payment Bonds being delivered to the City, the bonds shall be recorded by the awarded Respondent, in the public records of Okaloosa County, Florida and the bonds delivered to the City shall indicate such recording has been executed.

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Performance and Payment Bond Assurances are required by Section 255.05, Florida Statutes for all construction projects with a contract value greater than \$200,000 and may be required for construction projects with a contract value of \$200,000 or less.

2. Substitute Documentation: Audited Financial Statements.
 - a. Submit the Respondent's two (2) most recent fiscal years' complete, audited Financial Statements, including income statement, balance sheet, statement of owner's equity, statement of cash flows, management analysis and discussion, and financial notes sections.
 - b. Provide the name, title, address, and phone number of the financial officer of the Respondent responsible for providing this information.
 - c. The Respondent's audited financial statements will be evaluated by the City's Director of Finance and/or designee(s) to determine the Respondent's ability to meet the implicit and explicit contractual obligations identified in this solicitation and provide the level of services required by the specifications that result from the solicitation process.

SIMILAR PROJECTS, PAST PERFORMANCE – TAB "B"

- a. Client References. Provide a list of three former clients and representative services in size and scope undertaken in the last three (3) years, demonstrating experience relevant to this RFP.
- b. Provide each reference's contact person's name, title, address, phone number and email address.
- c. In addition, provide the dates of engagement of services, information, cost of services and total annual contract, description of services, and member(s) of the team including any sub-consultants that performed the services.
- d. Unless otherwise stated herein to submit references in a different manner, please complete and submit **Reference Form (Attachment 9)** with your proposal response.
- e. Describe any significant or unique awards received or accomplishments made in previous, similar projects.

NOTE: Please do not include projects completed or currently underway with the City of Crestview.

PROJECT APPROACH/WORK PLAN – TAB "C"

In this section, Proposers are to address their approach to operating, maintaining, and managing the systems, including:

- a. Describe the staffing plan and management team accountable for the project and the technical personnel who will support the project.
- b. Provide resumes and summarize technical abilities and experience of the proposed Onsite Project Manager, Onsite Lead Operator, and other key staff who will manage and operate the wastewater treatment systems.

- c. Discuss your management plan for overseeing the ongoing operation of the system.
- d. Describe the Transition Plan to facilitate a smooth and rapid transition of the wastewater treatment system. At a minimum, the Transition Plan should detail how they plan to assume responsibility of the operations and maintenance scope including but not limited to, transition timeframe and management team, staffing, recruiting, operations, asset management and documenting an initial inventory of stock materials and supplies located at the facility. Respondent to provide examples of project transitions from the last five (5) years.
- e. Describe the Proposer's training and certification programs for operations and maintenance personnel to maintain and upgrade professional license and certifications.
- f. Describe the employee benefits plan.
- g. Describe the Proposer's plan for ongoing recruiting and development of onsite personnel.
- h. Describe the sampling plan and data management system.
- i. Demonstrate the Proposer's technical understanding of all permit requirements.
- j. Demonstrate technical understanding of wastewater treatment methodologies that apply to treated wastewater effluent used for spray field irrigation.
- k. Explain the Proposer's internal employee training program.
- l. Demonstrate technical approach to biosolids treatment and dewatering.
- m. Describe maintenance and asset management programs.
- n. Provide an example of monthly and yearly reporting applicable to local, state, and federal laws and regulations.
- o. Describe the health and safety program: List Experience Modification Rate (EMR) for each of the past three years. Summarize Total Incident Rate (TIR) from your Occupational Safety and Health Administration (OSHA) 300 Log and for the past three years.
- p. Describe the Proposer's approach and audit method to achieve excellence in environmental performance, including approach to meeting exceptionally low permit requirements. Provide any additional details that will assist the City in understanding your approach and commitment to maintaining environmental compliance at the facility. Describe how you maintain competence and current understanding of environmental regulations.

CONTINUED ON NEXT PAGE

- q. Describe the Proposer's use of any quality management systems for optimizing facility operations and maintenance.
- r. Discuss your approach to community outreach, including sponsorships, volunteerism, and in-kind services. Provide examples of such service projects in the region.

RFP REQUIRED FORMS – TAB "D"

Proposers shall include all applicable and properly executed forms under Tab D. Ensure review and completion of **Attachments #1-#10** and the following listed below:

Insurance Certificates. Provide copies of your current liability and workers' compensation Certificates of Insurance. The successful Proposer(s) will be required to provide Certificate(s) of Insurance evidencing coverage as required in the Insurance Requirements within five (5) business days of the notification of intent to award. Note: Policies other than Workers' Compensation shall be issued only by companies authorized to conduct business in the State of Florida, with active certificates of authority issued by the State of Florida, Department of Insurance.

Proof of Licenses/certification. Please include copies of applicable licensure/certification, including but not limited to:
Provide proof of proper State of Florida business licensure and professional certification(s)/registration(s) in the State of Florida.
Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of corporations. Information concerning certification can be obtained at: <http://dos.myflorida.com/sunbiz/>. Please note: certification must be for active status only.

Local Business Tax Receipt. Provide a copy of your Local Business Tax Receipt. In accordance with Section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of a Local Business Tax Receipt, with a copy of the corresponding Occupational License of the home state, county, or city.

Tax Identification Number (TIN). All Proposers shall furnish a completed W-9 with proposal submittal. A tax identification number is required to do business with the City.

ADDITIONAL INFORMATION – TAB “E” (No assigned points)

Proposers may include a section for appendices including promotional material or supporting documentation not otherwise requested herein. Please clearly designate this section in your response. This will be for informational purposes only and is not included in the 50-page count.

C. COST PROPOSAL (SEPARATE FILE UPLOAD)

The Cost Proposal or Budget Form (**Attachment A**) shall be completed, signed, and included as a separate file. An authorized signatory must sign attesting to knowledge of Scope of Services, committing to the prices as offered, and acceptance of the terms and conditions. The ability of the successful Proposer to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of proposals.

When applicable, the Price Proposal may be evaluated using the below formula:

The lowest price receives the maximum points. The lowest price is then divided individually, by the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The Weighted Score may be rounded to the nearest whole number.)

1. Proposer shall include the following information with its Cost Proposal:

a. COST PROPOSAL FORM

- 1) Proposer shall complete the Cost Proposal/Budget Form (**Attachment A**). The Proposer’s pricing for the staffing model on the Cost Proposal Form should align with the recommended project approach to staffing identified in the Technical Proposal.
- 2) As noted on the Cost Proposal Form, please remember:
 - Any proposed costs will be subject to further negotiation with the firm selected for a contract award, if it is in the best interest of the City to do so.
- 3) Attachment A must be signed by an authorized signatory.

V. PROPOSAL EVALUATION

A. EVALUATION CRITERIA

All proposals submitted in response to this RFP will be reviewed for responsiveness by the Director of Finance or Designee prior to referral to the evaluation committee. A technical evaluation committee will then evaluate all responsive proposals in accordance with the criteria and points noted below, using a rating scale of 1 to 5. The evaluation and scoring of the Cost Proposal will be performed independently of the technical evaluation. The proposal with the lowest cost proposal will generally receive the highest score for the evaluation of cost.

Oral Presentations (as outlined in V. B) are an optional component and may not be required. After evaluation is complete, a preliminary notice of award will be issued to the Proposer whose proposal is deemed most advantageous to the City.

| Stage of Evaluation | Description | Maximum Score |
|--|--|---------------|
| Technical Evaluation | Cover Letter | Pass/Fail |
| | Completed Forms/Exhibits | Pass/Fail |
| | Company Overview | 15 |
| | Specific Experience and Past Performance | 20 |
| | Certified Minority Business Enterprise | 5 |
| | Project Approach | 25 |
| Cost Evaluation | Cost Proposal | 20 |
| | Financial Information | Pass/Fail |
| | | |
| Formal Presentation or Information Interview | Oral Presentations/Interviews | 15 |
| Optional Extra Points Preferred Qualifications | | |

Rating Scale

| | |
|---|---|
| 1 | Far below expectations, a poor response that minimally meets the requirements. |
| 2 | Below expectations, a fair response that meets the requirements in an adequate manner. Demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth by the offeror. |
| 3 | Meets expectations, a good response that meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. An average or slightly above average performance with no apparent deficiencies noted. |
| 4 | Exceeds expectations, a very good response that provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth. The offeror provides insight into their expertise, knowledge and understanding of the subject matter. |
| 5 | Far exceeds expectations, a superior response that is highly comprehensive, excellent reply that meets all requirements of the areas within that category. Considered to be an excellent standard, demonstrating the offeror's authoritative knowledge, and understanding of the project. |

B. ORAL PRESENTATIONS/INTERVIEWS (OPTIONAL)

If the City requests oral presentations/interviews by the short-listed Proposers, these may be in-person, virtual, or a combination. Oral presentations/interviews may not be required, and therefore, Proposers are encouraged to submit complete information with their proposals. The Evaluation Committee will determine if oral presentations/interviews are necessary to make a final selection. A date for presentations has not yet been set. If a Proposer is invited to give a presentation to the evaluation team, the dates may not be flexible.

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

(b)1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

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2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

(c)1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

2. The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

C. BEST AND FINAL OFFER (BAFO)

The City, at its discretion, may utilize a Best and Final Offer (BAFO) stage. If this phase is utilized, the City shall submit to the short-listed Proposers requests for specific clarification and allow Proposers to revise their cost proposals. If the Proposer is invited to participate in the BAFO stage, the dates may not be flexible. If the City requests BAFOs, the City may revise cost proposal scores, based upon additional information and clarification received in this stage. In lieu of revising initial cost scoring, the City may evaluate BAFOs by use of an additional scoring phase.

VI. POST AWARD INFORMATION

A. CONTRACT TERM

The successful Proposer(s) will receive an initial term of contract for Five (5) fiscal years. The contract may be renewed for one additional five (5) year term upon mutual agreement and negotiation of the parties.

It is anticipated that a contract would be awarded with a start date of Oct 1, 2024 through September 30, 2029. Proposer agrees to provide awarded items and/or services as specified in the RFP document for this initial period.

Proposer also accepts and agrees that any contract awarded as a result of this RFP may be terminated if the RFP award is successfully appealed and the contract subsequently awarded to another Proposer.

B. CONTRACT PRICE

The proposer agrees to provide awarded items and/or services as specified in the RFP document for the initial term of five (5) years. The prices submitted by the Proposers to this RFP must remain in effect for the initial five (5) year contract term. While the proposal may include a built-in percentage increase for years two through 5 of the initial term, **this shall not exceed five percent (5%) per year**. The City reserves the right to negotiate the final percentage increase with the Proposer selected for contract award.

C. PRICE ESCALATION

All prices are firm for the initial anticipated term of the contract, October 1, 2024, through September 30, 2029. The Contractor may make a request for a price increase in accordance with the Consumer Price (CPI-W) Index for the allowable five (5) year extension past the initial term if applicable. Any such request shall be made by December immediately preceding the renewal term (for example, for a renewal starting October 1, 2029, the request must be made by December 2028 for timely consideration).

The City reserves the right to accept or reject the request for a price increase within ten (10) business days of the written request. Any approved price adjustment shall remain firm for the renewal term.

D. PAYMENT TERMS

Contract(s) to be negotiated may be reimbursed based on actual expenses. The final payment terms and contract budget will be negotiated and allocated based on the proposal submitted and reimbursement for the program/services will be based on actual costs incurred.

E. FUNDING

Contracts are contingent upon State and/or Federal funds being made available to the City.

VII. GENERAL TERMS AND CONDITIONS

A. PROPOSAL PREPARATION COSTS

The City shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

B. PROPOSAL WITHDRAWAL

To withdraw a proposal, the Proposer must properly withdraw its proposal before the deadline for submitting proposals. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time up to the deadline for submitting proposals.

C. PROPOSAL AMENDMENT

The City shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless the City formally requests such in writing.

D. PROPOSAL ERRORS

Proposers are liable for all errors or omissions contained in their proposals. Proposers will not be allowed to alter proposal documents after the deadline for submitting a proposal.

E. NON-WAIVER

The City's failure to address errors or omissions in the proposals shall not constitute a waiver of any requirement of this RFP by the City.

F. QUALIFICATIONS/INSPECTION

Proposals will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine Proposer's ability to perform. The RFP Coordinator reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform.

G. PROHIBITION OF PROPOSER TERMS & CONDITIONS

A Proposer may **not** submit the Proposer's own contract terms and conditions in response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

H. ASSIGNMENT AND SUBCONTRACTING

1. The Proposer may not subcontract, transfer, or assign any portion of the contract without prior, written approval from the City. The City must approve each subcontractor in writing. The substitution of one subcontractor for another may be made only at the discretion of the City and with prior, written approval from the City.
2. Notwithstanding the use of approved subcontractors, the Proposer, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.
3. Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverage or Contractor may insure subcontractors under its own policy.

I. JOINT VENTURES

All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Department of Business and Professional Regulations, Construction Industry Licensing Board and/or any other state or local licensing Agency prior to submitting a proposal response. Please refer to Section 489.119 Florida Statutes.

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal Joint Venture Agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation for the project.

J. INDEPENDENT PRICE DETERMINATION

A proposal shall be disqualified and rejected by the City if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a City employee, or any Competitor.

K. RFP AMENDMENT AND CANCELLATION

The City may amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it shall be posted and made available through the City's website. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

L. RIGHT OF REJECTION

1. The City reserves the right, at its sole discretion, to reject all proposals or to cancel this RFP in its entirety.
2. Any proposal received which does not meet the requirements of this RFP may be considered nonresponsive, and the proposal may be rejected. Proposers must comply with all the terms of this RFP and all applicable State and City laws and regulations. The City may reject any proposal that does not comply with all the terms, conditions, and performance requirements of this RFP.
3. The City reserves the right, at its sole discretion, to waive variances in proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such a waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Proposer to strict compliance with the RFP.

M. PROPOSAL EVALUATION PROCESS

The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria. The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. If clarifications are made because of such discussion, the Proposer shall put such clarifications in writing.

N. AWARD PROCESS

The City reserves the right to make an award without further discussion of any proposal submitted. Each proposal should be initially submitted on the most favorable terms the Proposer can offer. The City reserves the right to negotiate and/or include a best and final offer stage in the process.

Notwithstanding, the City reserves the right to add terms and conditions, deemed to be in the best interest of the City, during final negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations and will be incorporated in a purchase order. The City may negotiate with the apparent best evaluated Proposer.

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O. BACKGROUND CHECKS

By submitting a proposal, Proposer warrants that prior to the commencement of any work any employees assigned to the City will have passed a criminal background check, including drug testing performed at no costs to the City so that only qualified personnel of integrity will be furnished by Proposer and in conference with Federal and State Law. Proposer warrants they are in compliance with Florida Statute 166.0442, Proposer agrees to defend, indemnify, and hold harmless the City, its officers, directors and employees for any claims, suits or proceedings alleging a breach of this warranty. The criminal background search must be performed by a third-party consumer reporting agency and include a City criminal search in each City in which the individual has lived or worked in the last seven years; social security validation and trace, along with a search against the National Sex Offender Registry. If the background check reveals any convictions or charges pending adjudication, aside from minor driving violations, Proposer must immediately notify HHS.

P. EXCLUSION OR DEBARMENT

A person or affiliate who has been placed on the convicted Consultant/Firm 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 the 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 work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.

Affirm that none of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, are excluded or debarred from participating in or being paid for participation in any Federal or State program. The Proposer shall submit their UEI number in their proposal that will be used to verify such status on the federal System for Award Management (SAM).

Q. DISCLOSURE OF PROPOSAL CONTENTS

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law); and except as it may be provided by other applicable State and Federal Law, all Proposers should be aware the RFP document and the responses thereto are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

A generic notation that information is “confidential” is not sufficient. Failure to provide the Procurement and Contract Management Division with a detailed explanation and justification including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

R. INSURANCE

The successful Contractor will be required to provide and maintain insurance as required and listed in **Exhibit A** before commencing work on the contract.

S. LICENSURE

Before a contract pursuant to this RFP is signed, the Proposer must hold all necessary, applicable business and professional licenses. The City may require any or all Proposers to submit evidence of proper licensure. Required business and professional licenses must be held and be in effect for the full term of an awarded contract and for any extension/renewal periods. All license, permit, impact, or inspection fees due to the City as required throughout the contract are the responsibility of the contractor.

T. GOVERNING LAW

If an award is made, the contract will be made in the City of Crestview and shall be governed and construed in accordance with the laws of the State of Florida. Any action relating to the Contract shall be instituted and prosecuted in the courts of Okaloosa County, Florida.

U. FEDERAL, STATE, AND LOCAL LAWS

The successful Proposer must operate in conformity with all applicable, federal, state, and local laws, ordinances, orders, rules, and regulations pertaining to work. It is the responsibility of the awarded Proposer to ensure that all permits and/or licensees required for operation are valid and current. Failure to comply with this provision may cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible Proposer.

V. NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, age, or national origin in the operations conducted under any resulting contract.

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W. PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of Florida) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified, including pricing. The City shall incur no financial responsibility in connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the Proposer.

X. ADDITIONAL PURCHASES

Following the award, the City may dispense with separate bidding for additional purchases of like item(s) from the successful Proposer within a twelve (12) month period from the initial purchase date provided that the Proposer agrees to provide the like item(s) at the same discounted price and under the same terms and conditions as the previous award.

Y. EXTENSIONS

The City reserves the right to extend any contract past the end term date (once the initial term of three years, and both one-year renewals have been completed) upon mutual agreement and under the same pricing, terms and conditions for continual service and supplies while a new contract is being solicited, evaluated and/or awarded for a period not to exceed six (6) months.

Z. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the City department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number, product description and reference to back ordered items. Failure to comply may result in delayed payments. Payments will be made pursuant to Section 218.70, Florida Statutes, Florida’s Prompt Payment Act.

AA. COMPLIANCE

Late, incomplete, incorrect deliveries or excessive backorders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery timeframes, or inaccurate or erroneous invoices (as determined by the Purchasing Department) may cause the City to cancel the balance of the awarded purchase order and the award will be made to the next lowest Proposer. Failure to receive City concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

BB. DEFAULT

In case of default by the awarded Proposer, the City may procure the goods or services from another source and may recover the loss thereby from any unpaid balance due the selected Proposer, or by any other legal means available to the

City. The City may also ban selected Proposer up to two years from future solicitations for default.

CC. TERMINATION FOR CAUSE

If either party fail to substantially perform its obligations in accordance with any Agreement awarded, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the City reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the City. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

DD. TERMINATION FOR CONVENIENCE

The City reserves the right, in its best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

EE. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

FF. F.O.B. POINT

All prices quoted shall be F.O.B destination to the City of Crestview at the project location, freight prepaid (Proposer pays and bears freight charges, Proposer owns goods in transit and files any claims), excluding sales tax. The City is exempt from Federal Excise and Transportation taxes.

GG. E-VERIFY

- A. Consultant/Firm is advised that Florida law requires each party to a public contract must register with and use the E-Verify system administered by the Social Security Administration and U.S. Citizenship and Immigration Services. Additionally, if a public contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized persons. The contractor must maintain a copy of the affidavit for the duration of the contract.

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- B. By submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).
- C. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the City's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the City.
- D. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
 - 1. The City's Purchasing Department at 850.682.1560 ext. 246: and
 - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- E. In the event it is discovered that the Consultant/Firm's knowingly violates the E-Verify requirements, or that a subcontractor knowingly violated the E-Verify requirements, the City is required to terminate this contract or order the Consultant/Firm to terminate the contract with the subcontractor immediately. This will not be considered a breach of contract. Additionally, the City may debar the Consultant/Firm from bidding on all City Contracts for a period of up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

HH. PROHIBITION AGAINST CONTINGENT FEES

The Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an Agreement as a result of this solicitation process, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement as a result of this solicitation process.

II. PROTESTS

The City encourages Bidders to resolve issues regarding requirements or the procurement process through written correspondence and discussions. The City is committed to fostering relationships with its Bidders to encourage an ongoing pursuit to fulfill requirements.

Protest Procedures:

All protests, including protests of the terms and conditions of this RFP, and required bonds shall be filed in accordance with the City's Purchasing Procedures Manual.

The protester's failure to comply with these procedures shall constitute a waiver of any right to further the RFP Protest and shall constitute a failure to exhaust administrative remedies.

The Director of Finance will review the materials in connection with the protest, assess the merits of the protest, and provide a written decision on the protest.

If it is determined the protest is frivolous, the party originating the protest may be determined to be irresponsible and may be ineligible for future contracts.

VIII. ATTACHMENT A – COST PROPOSAL OR BUDGET FORM

A cost proposal form or budget form should be provided by the City for the Proposers to complete. This can be a table here or an Excel spreadsheet. The sample below is provided for reference.

| Item | Description | Unit Price | Quantity Required | Extended Price |
|------|------------------------------|------------|----------------------|----------------|
| 1. | ADJUST TABLE AS APPLICABLE) | \$ | | \$ |
| 2. | TOTAL RFP PRICE | | | \$ |

The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item on the Price Proposal Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices offered.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Crestview for the price(s) as set forth herein in the **Price Proposal Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: _____
 Mailing Address: _____
 Telephone Number: _____ Fax Number: _____
 E-mail Address: _____ FEIN: _____

 Authorized Signature Printed Name/Title Date

IX. ATTACHMENT #1 – PUBLIC ENTITY CRIMES

**CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP)#24-04-16**

**OPERATIONS, MAINTENANCE AND MANAGEMENT
OF WASTEWATER TREATMENT SYSTEM**

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 OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract _____ **[number/title]**

2. This sworn statement is submitted by _____ **[name of company/firm]**
whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the 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 Paragraph 287.133(a)(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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any 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 paragraph 287.133(a)(b), Florida Statutes, means 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 records 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 Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime;
or

(Page 2 of 3 ATTACHMENT #1)

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.
- c. 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly 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 Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract 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, the 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 any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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. (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)

(Page 3 of 3 ATTACHMENT #1)

_____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.)

(Signature)

Date:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed), subscribed, and
acknowledged before me by means of physical appearance or online
notarization, this _____ day of ____ 20__, by _____who is
personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public

X. ATTACHMENT #2 – DRUG FREE WORKPLACE

**CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 24-04-16
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed Bidder certifies that it has implemented a drug-free workplace program. To have a drug-free workplace program, a business shall:

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 occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

Proposer/Contractor Name: _____
Mailing Address: _____
Telephone Number: _____ Fax Number: _____
E-mail Address: _____ FEIN: _____

Authorized Signature Printed Name/Title Date

XI. ATTACHMENT #3- CONFLICT OF INTEREST STATEMENT

**CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 24-04-16
CONFLICT OF INTEREST STATEMENT**

9. THIS SWORN STATEMENT IS SUBMITTED

BY _____
[Name of entity submitting sworn statement]

whose business address

is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

My name is _____ and my relationship to the above entity is _____.
[Please print name of individual signing]

B. CONFLICT OF INTEREST

1. The entity hereby submits a proposal/offer to RFP # _____ for _____ Services.
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restraints the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended, or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
8. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the City of Crestview government.

(Page 1 of 2 ATTACHMENT #3)

9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

C. NON-COLLUSION PROVISION CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

D. LOBBYING CERTIFICATION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

1. No City appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of the City, City Council Member or Congress in connection with the awarding of any City Contract.
2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying," in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Conflict of Interest and Non-Collusion Statement, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

(Page 2 of 2 ATTACHMENT #3)

XII. ATTACHMENT #4 – LIABILITY & INDEMNIFICATION

**CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 24-04-16
LIABILITY & INDEMNIFICATION FORM**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CITY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

XIII. ATTACHMENT #5 ADDENDUM RECEIPT ACKNOWLEDGEMENT

**CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 24-04-16**

The undersigned acknowledges receipt of the following addenda to the solicitation document(s) (Give number and date of each):

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

By the signature(s) below, I/we, the undersigned, as authorized signature to commit the firm, certify that the information as provided in the Addendum Receipt Acknowledgement Certification, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

XIV. ATTACHMENT #6 – PUBLIC ACCESS FORM

**CITY OF CRESTVIEW, FLORIDA
REQUEST FOR PROPOSAL (RFP) 24-04-16
PROPOSAL FOR WASTEWATER TREATMENT PLANT MANAGEMENT
SERVICES
PUBLIC ACCESS FORM**

_____, as Proposer, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: Maryanne Schrader, City Clerk, (850) 682-1560 Extension 250, cityclerk@cityofcrestview.org, 198 North Wilson Street, P.O. Box 1209, Crestview, Florida 32536**

- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

(Page 2 of 2 ATTACHMENT #6)

XV. ATTACHMENT #7 CERTIFICATION RE: SCRUTINIZED COMPANIES

“Company” means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into, or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into, or renewing contacts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

(page 1 of 2, Attachment #7)

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this Contractor Certification Regarding Scrutinized Companies, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature

Printed Name/Title

Date

(page 2 of 2, Attachment #7)

XVI. ATTACHMENT #8 SUBCONTRACTOR PARTICIPATION

| | | | |
|--|---------------------------|--|-------------------------------|
| <input type="checkbox"/> No Subcontracting (of any kind) will be utilized on this project. | | Solicitation Number: [24-04-16] | |
| Title: WASTEWATER TREATMENT PLANT MANAGEMENT SERVICES | | Total Project Amount: \$ | |
| Subcontractor Minority Code (if applicable) | Company Name | Trade, Services or Materials portion to be subcontracted | Percent (%) of Scope/Contract |
| Federal ID | Address Phone, Fax, Email | | Dollar Value |
| | | | |
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| PERCENTAGE TOTALS FOR SUBCONTRACTOR PARTICIPATION | | | |
| PERCENTAGE TOTALS FOR MINORITY SUBCONTRACTOR PARTICIPATION | | | |

| Minority Code | Code Description | Minority Code | Code Description |
|---------------|------------------------|---------------|-----------------------------------|
| (MBE) AA | African American | (MBE) NA | Native American |
| (MBE) A | Asian/Pacific Islander | WBE | Woman-Owned Business Enterprise |
| (MBE) H | Hispanic | VBE | Veteran-Owned Business Enterprise |

(page 1 of 2, Attachment #8)

When applicable, the Proposer will enter into a formal agreement with the subcontractors identified herein for work listed in this schedule conditioned upon execution of a contract with the City. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the **Proposed Schedule of Subcontractor Participation**, is truthful and correct at the time of submission.

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

Authorized Signature Printed Name/Title Date

(page 2 of 2, Attachment #8)

XVII. ATTACHMENT #9 REFERENCES

| | |
|----------------------------------|----------------------|
| Reference 1: | |
| Project Name: | |
| Type of Project/Service: | |
| Address: | |
| Contracting Agency/Client: | |
| Contact Name and Phone #: | |
| Contact Email Address and Fax #: | |
| Contract Amount: | Date Work Performed: |
| Reference 2: | |
| Project Name: | |
| Type of Project/Service: | |
| Address: | |
| Contracting Agency/Client: | |
| Contact Name and Phone #: | |
| Contact Email Address and Fax #: | |
| Contract Amount: | Date Work Performed: |
| Reference 3: | |
| Project Name: | |
| Type of Project/Service: | |
| Address: | |
| Contracting Agency/Client: | |
| Contact Name and Phone #: | |
| Contact Email Address and Fax #: | |
| Contract Amount: | Date Work Performed: |

The Proposer shall complete and submit this Reference Form as a part of their response. The contact person provided shall be a person who has personal knowledge of the Proposer’s performance for the specific requirements listed and is aware the City may be contacting them.

XVIII. ATTACHMENT #10 STATEMENT OF "NO SUBMITTAL"

If you do not intend to submit on this solicitation, please complete and return this form prior to the date shown for receipt of proposals to:

City of Crestview
 198 North Wilson Street
 P.O. Box 1209
 Crestview, Florida 32536

I/WE HAVE DECLINED TO SUBMIT A PROPOSAL FOR _____,
 [Number] titled _____ [TITLE] for the following
 reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

| (✓) | Reason |
|-----|---|
| | Proposal requirements too "restrictive". |
| | Insufficient time to respond to the solicitation. |
| | We do not offer this service. |
| | Our schedule would not permit us to perform. |
| | Unable to meet requirements. |
| | Unable to meet insurance or bond requirements. |
| | Scope of Services unclear (please explain below). |
| | Other (please specify below). |

REMARKS:

Proposer/Contractor Name: _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____ FEIN: _____

 Authorized Signature

 Printed Name/Title

 Date

[END OF DOCUMENT]

**EXHIBIT A
INSURANCE REQUIREMENTS**

I. REQUIREMENTS: During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

A. Minimum Limits:

1. Commercial General Liability Insurance with all of the following:
 - a) Bodily injury, broad form property damage, products, operation, contractual liability, and fire legal liability limits of not less than \$9,000,000 for each occurrence/\$9,000,000 aggregate
 - b) Contractor Pollution Liability (CPL) Insurance of not less than 5,000,000 per claim and aggregate.
2. Automobile Liability Insurance with all of the following:
 - a) Bodily injury limits of not less than \$2,000,000 for each person
 - b) Not less than \$100,000 for each incident
 - c) Property damage limits of not less than \$100,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
 - a) Employer's liability insurance with limits of not less than \$1,000,000 for each accident
 - b) \$1,000,000 for each disease
 - c) \$5,000,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

II. Conditions:

- A. Policies must be written by an insurance company authorized to do business in Florida.
- B. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
- C. The City may verify ratings at A.M. Best's website: www.ambest.com/
- D. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.

E. Contractor shall furnish the City with Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the City.

F. Contractor shall include the City as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the City and contractor as additional insured on their General Liability insurance policies.

G. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.

H. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the City has approved such insurance.

I. "Claims made" insurance policies are not acceptable.