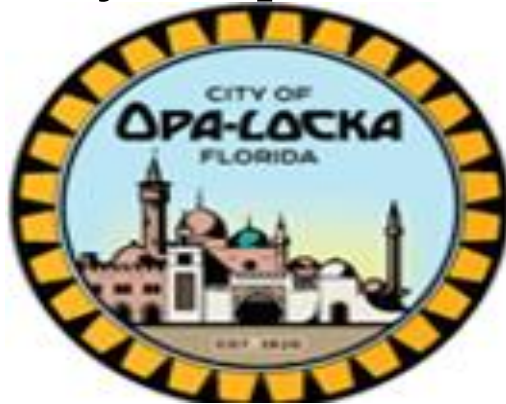


# **City of Opa-locka**



**RFP NO: 23-0627200**

**REQUEST FOR PROPOSAL (RFP)**

**WATER, WASTEWATER, AND STORMWATER RATE STUDY**



WATER, WASTEWATER, AND STORMWATER STUDY

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CITY OF OPA-LOCKA  
REQUEST FOR PROPOSALS  
RFP NO: 23-0627200

**WATER, WASTEWATER, AND STORMWATER RATE STUDY**

Sealed Proposals for the Water, Wastewater, and Stormwater Rate Study will be received by the City of Opa-locka at the Office of the City Clerk, 780 Fisherman St, 4<sup>th</sup> Floor, Opa-locka, Florida 33054, **Tuesday, June 27, 2023 by 2:00 p.m.** Any RFP Package received after the designated closing time will be returned unopened. The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via [www.demandstar.com](http://www.demandstar.com) (e-bid). The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA  
Office of the City Clerk  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

An original and eight (8) copies for a total of nine (9) plus 1 copy of the Proposal package on USB Flash Drive in PDF format shall be submitted in sealed envelopes/packages addressed to the City Clerk, City of Opa-locka, Florida, and marked **RFP for Water, Wastewater, and Stormwater Rate Study**.

Proposers desiring information for use in preparing proposals may obtain a set of such documents by visiting the City's website at [www.opalockafl.gov](http://www.opalockafl.gov) or [www.demandstar.com](http://www.demandstar.com).

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award a contract to that proposer whose proposal best complies with the **RFP NO: 23-0627200** requirements. Proposers may not withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

A pre-bid meeting will be held on **Thursday, June 8, 2023 at 10:00 a.m.** at 780 Fisherman Street, 4th Floor, Opa-locka, FL 33054 and via Microsoft Teams.

To participate via Team, please use information listed below:

Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 239 498 740 603

Passcode: RRz6DR

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

Joanna Flores, CMC  
City Clerk



## RFP NO. 23-0627200

### WATER, WASTEWATER, AND STORMWATER RATE STUDY

#### PART I

#### PROPOSAL GUIDELINES

**Introduction:** The City of Opa-locka is soliciting proposals to provide professional rate study consulting services to perform a comprehensive **Water, Wastewater, and Stormwater** rate study for a 10-year planning period.

**1-2. Proposal Submission and Withdrawal:** The City of Opa-locka will be accepting proposals by mail, however it is your responsibility to submit your proposal by the due date. In addition, proposals may be submitted via [www.demandstar.com](http://www.demandstar.com) (e-bid). The City must receive all proposals by 2:00 pm on Tuesday, June 27, 2023. The address to submit sealed proposals is listed below:

CITY OF OPA-LOCKA  
Office of the City Clerk  
780 Fisherman Street, 4<sup>th</sup> Floor  
Opa-locka, Florida 33054

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP NO. 23-0627200 – WATER, WASTEWATER, AND STORMWATER RATE STUDY**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of 90 days. Once opened, proposals become a record of the CITY and will not be returned to the Proposer.

The City cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the City Clerk's Office at 780 Fisherman Street, 4<sup>th</sup> Floor, Opa-locka, Florida 33054 prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (305) 688-4611 before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

**1-3. Number of Copies:** Proposers shall submit an **original and eight (8) copies (a total of 9) plus one copy in PDF format** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

**1-4. Development Costs:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

**1-5. Inquiries:** The City Clerk will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) days prior to the submittal date. City personnel are authorized only

to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

**1-6. Addendum:** The City may record its response to inquiries and any supplemental instructions in the form of written addenda. The CITY may mail written addenda up to three (3) calendar days before the date fixed for receiving the proposals. Proposers shall contact the City to ascertain whether any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the City's Purchasing Agent through written communication prior to the opening of the proposals.

**1-7. Contract Awards:** The City anticipates entering into an Agreement with the Proposer who submits the proposal judged by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

**1-8. Contractual Agreement:** This RFP and Consultant/Contractor proposal shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Agreement document, original Terms and Conditions, and Proposer response. Any and all legal action necessary to enforce the award will be held in Miami-Dade County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

**1-9. Selection Process:** The proposals will be evaluated and assigned points. The firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

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

**1-10. Public Records:** Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

**1-11. News Releases:** The Proposer shall obtain the prior approval of the City Manager's Office of all news releases or other publicity pertaining to this RFP or the service, study or project to which it relates.

**1-12. Insurance:** The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposers' insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Agreement.

1. Evidence of General Liability coverage with limits not less than \$1,000,000 per Occurrence/\$2,000,000 Aggregate (Including Policy Number and Policy Period);
2. Evidence of Auto Liability coverage with limits not less than \$1,000,000 per Occurrence/\$1,000,000 Aggregate (Including Policy Number and Policy Period);
3. Evidence of Workers' Compensation coverage with statutory limits and Employer's Liability coverage with limits not less than \$100,000 (Including Policy Number and Policy Period);
4. The City listed as an additional insured (this may be specifically limited to the specific job(s) the contractor will be performing);
5. Minimum 30-day written notice of cancellation.

**1-13. Licenses:** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer who is not fully licensed and certified shall be rejected.

**1-14. Public Entity Crimes:** Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

**1-15. Code Of Ethics:** If any Proposer violates or is a party to a violation of the code of ethics of the City of Opa-locka or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the City of Opa-locka.

**1-16. Drug-Free Workplace:** Preference shall be given to businesses with Drug-Free Workplace (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

**1-17. Permits and Taxes:** The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

**1-18. Protests:** Protests of the plans, specifications, and other requirements of the request for proposal and

bids must be received in writing by the City Clerk's Office at least ten (10) working days prior to the scheduled bid opening. A detailed explanation of the reason for the protest must be included. Protests of the award or intended award of the bid or contract must be in writing and received in the City Clerk's Office within seven (7) working days of the notice of award. A detailed explanation of the protest must be included.

**1-19. Termination for Convenience:** A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

## **MINIMUM SPECIFICATIONS**

### **SCOPE OF PROFESSIONAL SERVICES:**

The City of Opa-locka, Florida is located in Miami-Dade County. The City provides water and wastewater services to approximately 15,000 residents and 5,500 customers, respectively; with stormwater services to approximately 6,400 customers. For further information about the City of Opa-locka, you may visit our website (<http://opalockafl.gov>).

The City desires to retain the services of a professional utility ratemaking consultant to perform a comprehensive Water, Wastewater, and Stormwater Rate Study. It is anticipated that a master contract for utility rate and related work will be awarded for a three (3) year period. Task orders for specific assignments will be authorized under the terms of the contract, the first of which will be the Water, Wastewater, and Stormwater Rate Study described herein. The contract will be a continuing services contract that may result in additional work in addition to the Water, Wastewater, and Stormwater Rate Study. Respondent shall be prepared to provide additional consulting tasks to the City on the same rates and terms, as may be requested by the City. The contract will be renewable for additional terms upon mutual written agreement of the City and the selected Respondent.

### **Current Rates**

The City currently has in place a water rate structure that includes a monthly base facility charge, a customer charge and an increasing block tier structure. The wastewater rate structure consists of a monthly base facility charge, a customer charge and a flat wastewater rate for residential customers up to 15,000 gallons per month; and a wastewater rate structure consisting of a monthly base facility charge based on meter size, a customer charge and a usage charge with no cap for non-residential customers. The current rates for water and wastewater have been in place since 2007. The City's current rate structure is available on the City's website within the Municipal Code.

## **SECTION 1. GENERAL SCOPE STATEMENT**

### **Scope of Services**



The first task will be to conduct a comprehensive water, wastewater, and stormwater rate study. Respondent should be able to conduct a detailed utility rate study providing justifiable and equitable methodologies for appropriate user fees that are adequate to fully fund the expenses associated with utility system operations (including General Fund Administration), Renewal & Replacement and capital improvements through Fiscal Year ending September 2033. The scope of services for the water, wastewater, and stormwater rate study is as follows:

1. Revenue Sufficiency Analysis - Conduct a five (5) year revenue sufficiency analysis, including the development of a projection of water, wastewater, and stormwater rate revenue requirements and required water, wastewater, and stormwater rate revenue increases that are needed in each year of the projection period to fund all water, wastewater, and stormwater system requirements, including capital expenditures.
2. Specific Rates - Develop specific water, wastewater, and stormwater rates to meet the City's rate policy objectives, comply with generally accepted rate making practices and provide the required water, wastewater, and stormwater rate revenues identified in the revenue sufficiency analysis of Item 1.
3. Customer Impact Analysis - Perform an analysis of the impact of proposed water, wastewater, and stormwater rates upon the customers of the system(s).
4. Comparative Rate Survey - Prepare a comparative analysis of the impact of the City's current and proposed water, wastewater, and stormwater rates upon typical customers' monthly bills to other utilities in the Miami-Dade County region.
5. Rate Resolution/Ordinance - Assist in the development of water, wastewater, and stormwater rate resolutions and/or ordinances to enact the proposed rates, assuming adoption by the City.
6. Commission Workshop/Hearings - Attend no less than two (2) community outreach and engagement events designed to encourage robust community discussion and participation for adoption of water, wastewater, and stormwater rates.

### **Submission Requirements**

Respondents should provide the following:

1. Qualifications - A statement of its qualifications to provide water, wastewater, and stormwater rate studies and related services in accordance with the specific tasks listed in Section 2.
2. Project Team - Identification of the specific consultants to be assigned to this project, their roles, a summary of their individual qualifications and experience, and detailed resumes for each.
3. Project Approach - A general description of Respondent's approach to the water, wastewater, and stormwater rate studies and a detailed task plan that addresses the scope of services.

4. *Fee and Time for Completion*
  - a. A fee proposal for the conduct of the water, wastewater, and stormwater rate study, identifying total hours and fee by task and for the total project.
  - b. Identify a schedule of hourly rates for the assigned consultants.
  - c. A statement as to the expected calendar time that will be required for completion of the water, wastewater, and stormwater rate study.
  
5. *Innovative Techniques or Methodology* - A discussion of any innovative techniques or methodology that you will use in this study that have a proven history of providing responsive and cost effective results on similar studies.
  
6. *Client References* – Client references for the firm and the individual consultants to be assigned to the project. Include name, title, organization, address, and telephone number.

## **SECTION 2. TASKS**

Pursuant to the GENERAL SCOPE STATEMENT above, the successful Respondent (“Consultant”) shall perform all services and/or work necessary to complete the following task and/or provide the following item(s):

### **BACKGROUND DEVELOPMENT**

Utility rate modeling, and associated long-range forecasting of revenue and expenses, necessitates careful scrutiny of available data upon which a study is predicated so that the model can be implemented with confidence and with reasonable certainty of fairness and equity. Validation of accepted policies, practices, and procedures to ensure model reliability, predictability and rate stability over the long term is essential for model usefulness. Accordingly, the Consultant shall meet with City staff to review and discuss available documentation including, but not limited to, Utility Billing records, historical budget documents and audit reports, ordinances, policies, operation and maintenance practices, General Fund reimbursement formula, etc.

**Validation:** Specifically, the Consultant shall review, analyze and validate the reasonableness of the following:

- Current methodology used to justify payments to the General Fund for services rendered to the Water and Wastewater, and Stormwater Enterprise funds
- Current Water and Wastewater Fund Renewal/Replacement Funding Methodology, considering long-term capital improvement needs, debt service opportunities and associated funding sources/levels
- Current operating revenues/expenses
- Current conservation strategies, and
- Current fee structure

**Operational Opportunities:** Specifically, the Consultant shall perform the following:

- Compare and contrast the City’s operational revenues/costs with other municipal/county operations (preferably Florida) of comparative size and treatment levels/processes to identify areas for potential improvement.
- The Consultant shall review and compare the prevailing rates and charges of neighboring and/or

similar utilities, review operating costs in relations to revenue for unusual trends.

- Prepare an itemized list, with associated dollars so identified, of opportunities for revenue enhancement.

**Key Assumptions:** Specifically, the Consultant shall provide a formal listing of key assumptions (or policies) to be applied to the utility rate study. The assumptions shall be reviewed, modified (if necessary) and applied upon receipt of the City's concurrence.

**Reporting:** The Consultant shall present the findings in the rate study final report in a clear and concise manner. Revenue enhancement opportunities shall be thoroughly described including the means and methods for their capture. The report should include detailed recommendations for changes, if any, to current practices and/or procedures to improve water, wastewater, sanitation, and stormwater financial self-sufficiency. The Consultant shall provide a schedule for timely and coordinated execution of all essential aspects of the report per the Time Schedule set forth in Section 5 below.

The City has an adopted financial policy that enterprise funds are self-supporting. The City seeks to establish water, wastewater, and stormwater rates that cover the true cost of providing water, wastewater, and stormwater service to customers, maintains positive working capital and positive cash balances as well as meets debt service requirements, O&M costs, R&R costs and capital improvements needs. In doing so, the proposed rate structure shall ensure an equitable effect of all charges on future and current users. The Consultant shall also continue the City's commitment to a water rate structure that encourages water conservation.

The Consultant is to present three alternatives (based on variations in inputs: R&R, etc.) displaying water, wastewater, and stormwater rate structures sufficient to meet the City's financial responsibilities through September 2033, to include any alternative revenue enhancements. The Consultant shall provide net operating statements for the water, wastewater, and stormwater functions through September 2033 applying the City's current budget format. The net operating statements shall reflect the debt covenant ratio and any adjustments needed to derive said ratio. The Consultant shall provide cash positions at the end of each fiscal year. These are minimum requirements; the City is willing to entertain other options.

**General Issues for Consideration:** The Consultant shall include the following criteria in preparation of the rate study.

- Bond Compliance in Accordance with the Capital Improvement Revenue Note, Series 2006
- Establishment of an Enterprise Fund Standard (self-supporting)
- Continuance of Current Watering Restrictions

**Specific Issues for Consideration:** The Consultant shall develop a utility rate model by addressing, at a minimum, the following requirements.

- Refinement of Current Monthly Base Charge, Customer Charge Unit Charge and Tiered Block Structure within water conservation rate structures per DEP rules and the City's Water Use Permit
- Merits of Consumer Price Index (CPI) Rate Adjustments
- Consumption/revenue elasticity based on proposed rate increases
- Separate considerations for wastewater systems supporting unincorporated areas
- Adequate & Equitable Consumption, Base and Customer Charges

The Consultant shall project water, wastewater, and stormwater service parameters for the next ten (10) years, including current and future customer use patterns. The Consultant shall perform a financial sensitivity analysis on utility operations considering such factors as capital program implementation,

regulatory changes, use capital projects, and other such issues that may cause a need to review financial policies. The Consultant shall forecast annual revenue requirements for the potable water, wastewater, and stormwater system for planning and rate evaluation purposes and provide recommendations for a utility rate implementation schedule should a phased or staggered increase be desirable.

**Support Services:** The City will provide copies of annual budgets, audits, operating and maintenance expenses, long-range strategic plans, capital improvement plans and other information of value for the preparation of the study. Appropriate City staff will be made available for interviews and to gather data the Consultant determines is essential in creating the mathematical rate calculating model and final written report.

**Additional Services:** The City may request the Consultant to complete additional tasks or projects on the same rates and terms, as may be requested by the City throughout the term of the contract awarded from this RFP. The requirements for future tasks or projects, including project deliverables, reporting requirements, and a timeline for completion of any additional tasks will be provided in detail with the City's request(s) for additional services. Nothing contained within this RFP shall be construed as a representation or guarantee that additional work will be requested of the Consultant.

### **SECTION 3. RATE STUDY DELIVERABLES**

The Consultant shall provide eight (8) bound copies of a draft report for City staff's review. The Consultant will respond to questions arising from a review of the draft report and incorporate review comments into the final report submittal. The Consultant shall provide eighteen (18) bound copies of the final report to the City. The final report shall also be provided in Microsoft Word and pdf format for City use.

A computer-generated, rate-calculating Excel<sup>®</sup> model shall be developed to compute water, wastewater, and stormwater rates under the proposed methodology. This model is to be provided to the City with the final report. The model must be user-friendly and written for use as a management tool by staff in the preparation of the annual budget, testing "what if" scenarios, etc. Prior to beginning work, Consultant will meet with Project Manager to clarify appropriate variables comprising the model.

Furthermore, the Consultant should anticipate attending at least one City Commission workshop to present and defend the report and to attend at least two subsequent public meetings to adopt any approved recommendations.

### **SECTION 4. SELECTION PROCESS**

In order to ascertain which proposal and organization best meets the needs of the City, each proposal will be independently evaluated, according to prescribed evaluation criteria found in **Appendix A**, by a selection committee of qualified City staff. In the event that interviews are deemed necessary, Respondent will be contacted in order to schedule a mutually agreeable date and time for the interview.

It is anticipated that a final decision on the firm to be selected will be made on June 6, 2016. All Proposers will subsequently be contacted and advised of the Commission decision.

Upon award, the Consultant and the City shall be deemed to have entered into the *Agreement for Consultant Services*, attached as **Appendix B**. This document establishes the contract that will be created upon award and should be thoroughly understood prior to submission of a proposal in response to this RFP.

## **SECTION 6. COST OR PRICE SUMMARY**

Respondent shall complete and submit a fee proposal as provided for in Section 7, Part E of this RFP.

## **SECTION 7. PROPOSAL REQUIREMENTS**

Proposals shall be based on the above scope of services. Any modifications to or deviations from the scope of services shall be specifically stated in the response. Please review this Request for Proposal carefully to ensure your understanding of all City requirements prior to developing your proposal.

Please submit the following information in your proposal (in the order shown below) to assist in the selection process.

Part A. A summary of your firm's proposed work plan, approaches to the project, and understanding of the project requirements.

Part B. Why your firm is best qualified to provide the desired services.

Part C. An exhibit showing the individuals comprising the project team. In conjunction with this, please provide a listing of similar projects handled by this project team. Provide at least three (3) recent client references, including name of jurisdiction, name of contact and telephone number.

Part D. An exhibit showing your firm's ability to comply with the Time Schedule. If you cannot meet the Time Schedule, identify the time required to complete the work outlined in this RFP.

Part E. Fee proposal for performance of the services requested by this RFP. The City does not intend that fee proposals submitted for this solicitation will be the total and final fee for this project, nor does the City intend this to be a bidding situation for professional services. The City understands that adjustments in the scope of services may be required. The City does intend that a fee proposal submitted as a result of this solicitation will be considered as part of the basis for selection of a Consultant but may choose, in its sole and absolute discretion to negotiate fees with the successful Respondent. The fee proposal should include not-to-exceed costs for the study and should include all travel, food, and lodging costs, and other out-of-pocket costs, as these will not be reimbursed separately.

Part F. Any modifications in the City's scope or project emphasis that would, in your professional judgment, better serve the intent of the project.

Part G. Other information for consideration.

Each firm is asked to follow the above format in structuring its proposal. Back-up information (i.e., resumes, certifications, etc.) is welcome as a part of Part "G" (at your option).

Provide a recent sample report completed for a similar public entity.

Part H.           Appendix C - Proposal Form  
Appendix D – Sworn Statement on Public Entity Crimes

## SECTION C GENERAL CONDITIONS

Respondents are required to submit proposals upon the conditions expressed in these instructions. In the case of a conflict between these General Conditions and the specific conditions set forth in Section [B], the specific conditions shall control. The provisions of this RFP will be incorporated into any resulting contract as if every detail of the RFP Documents were stated therein. The RFP Documents shall constitute all

documents released by the City as a part of this RFP, including any addenda released following the initial issuance of this RFP.

1. RESPONDENT'S ABILITY:

It is the intent of the City to award a contract for this work to a Respondent whose experience, skill, and financial resources are fully equal to the task of prosecuting the work in a rapid and satisfactory manner, and successfully completing it within the time limit set. Upon request by the City, any Respondent shall be prepared to submit an attested statement of his ability, financial status, and history.

2. PROHIBITED INTERESTS

No Member of or Delegate to Congress, City Commissioner, or City Employee shall be permitted any share or benefit that may arise from this RFP. No official, employee, architect, attorney, engineer, or inspector authorized by the City to exercise any legislative, executive, supervisory, or other similar functions in connection with this RFP, shall become directly or indirectly interested personally in this RFP, or the resulting contract or in any part thereof, or to any subcontract, insurance contract, or any other contract pertaining to the services sought by this RFP.

3. RESPONDENT'S OBLIGATION OF EXAMINATION

All of the conditions known to affect the performance of the work have been described in the RFP Documents. Upon written request within the time period for questions, additional information pertaining to existing conditions in the possession of the City will be provided to the Respondents. However, this information is furnished as a service and the correctness of such information is not guaranteed as to accuracy and completeness.

Respondents are required to examine the RFP Documents and any other information that may be on file in the offices of the City. No ignorance of conditions that may exist, or of conditions or difficulties that may be encountered under this RFP, as a result of a failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Respondent to fulfill in every detail all the requirements of the RFP Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

4. BASIS UPON WHICH PROPOSALS ARE SOLICITED AND AWARDED

Proposals are solicited on the basis of the evaluation criteria set forth in Appendix A to this RFP.

Award of the contract will be to the Respondent who has submitted the most responsive and responsible proposal as determined by City staff and City Commission. The City's decision will be final. The City reserves the right to informally negotiate certain points of the final contract with a qualified Respondent.

5. LAWS TO BE OBSERVED

The act of submitting a proposal in response to this RFP shall constitute an agreement by the Respondent that it has made itself familiar with, and shall at all times observe and comply with, federal, state, and local laws, ordinances, codes, and regulations, which may bear on the services procured by this RFP. No plea of misunderstanding will be considered on account of ignorance thereto. The Respondent shall indemnify and save harmless the City and all of its officers, agents, employees, or representatives from all suits, actions, or claims arising from or based on the violation of any such laws, ordinances, codes, and regulations whether by itself, its employees, subcontractors, or agents.

6. PREPARATION OF PROPOSALS AND SIGNATURE BY AUTHORIZED REPRESENTATIVES





As part of its proposal, the Respondent shall provide evidence of the following described insurance. These insurance requirements shall not limit the liability of the Respondent. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Respondent's interests or liabilities, but are merely minimums.

If requested by the City, the Respondent shall furnish complete copies of the Respondent's insurance policies, forms and endorsements. Except for workers' compensation, the Respondent's insurance policies shall be endorsed to name the City as an additional insured to the extent of the City's interests arising from this contract or agreement.

The Respondent's deductibles/self-insured retention shall be disclosed and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Respondent is responsible for the amount of any deductible or self-insured retention.

Submitting certificates or other documentation of insurance or policies or copies of policies which indicate less coverage than required does not constitute a waiver or alternation of the minimum required amounts set forth below.

B. Coverage and Limits:

1. Commercial General Liability

Respondent shall maintain Commercial General Liability insurance with minimum limits of \$1,000,000 per claim and \$1,000,000 per occurrence, written on an occurrence basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Respondent shall, at the request of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Coverage A shall include premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement or contract, and broad form property damage coverage.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

2. Business Auto Liability

Respondent shall maintain Business Auto Liability insurance with minimum limits of \$500,000 per claim and \$500,000 per occurrence, written on a [claims/occurrence] basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned, and hired automobiles and employee non-ownership use.

4. Workers Compensation Coverage

The Respondent shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.

The Respondent shall also purchase any other coverage required by law for its employees.

5. Professional Liability (errors and omissions) Coverage

Professional liability (errors and omissions) insurance with minimum limits of \$500,000 per claim and

\$500,000 per occurrence, written on a [claims/occurrence] basis. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. The City shall be named as an additional insured on such policy(ies) and shall be given thirty (30) days' written notice of cancellation, non-renewal, or adverse change to any policies.

C. Insurance of the Respondent Primary

Insurance required of the Respondent shall be considered primary.

11. DISPUTES AND COMPLAINTS

All complaints or grievances should be first submitted in writing to the Finance Director who will take prompt remedial action. The Finance Director shall investigate the validity of the complaint and present the findings in writing to the Respondent. If the Respondent is dissatisfied with the Finance Director's remedies, he/she may then make a written appeal to the City Manager who will investigate and respond in writing. This policy does not preclude consideration of legal questions in connection with any decisions made by the City.

12. INSPECTION/EXAMINATION OF PROPOSALS

Proposals will not be available for public inspection until such time as there is a notice of decision or intended decision of award or within thirty (30) days of the opening date, whichever is earlier, pursuant to section 119.071(1)(b)2, Florida Statutes. In the event the City decides to reject all proposals and determines to reissue the competitive solicitation, Proposals will not be available for public inspection until the City notices an intended decision concerning the reissued solicitation, or twelve (12) months have passed from the initial rejection of all bids, pursuant to 119.071(1)(b)3, Florida Statutes.

**APPENDIX A**

## WATER, WASTEWATER AND STORMWATER RATE STUDY EVALUATION CRITERIA

The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Consultant in public sector utility ratemaking ability to meet the defined scope of work (minimum of 5 years of experience)	30
Qualifications of the Project Team	30
Project approach, methodology and satisfactory schedule for completion	20
References: five (5) required	10
Cost of proposal	10

**APPENDIX B**

**AGREEMENT FOR CONSULTANT SERVICES**

THIS AGREEMENT FOR CONSULTANT SERVICES, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between the CITY OF OPA-LOCKA, (the "City"), a municipal corporation of the State of Florida with its principal address at 780 Fisherman Street, Opa-locka, Florida 33054, and \_\_\_\_\_, (the "Consultant") a \_\_\_\_\_ (collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the City desires to retain a consultant to complete a comprehensive potable water, wastewater, and stormwater rate study for a 10-year planning period and additional consulting tasks as may be requested by the City; and

**WHEREAS**, the City issued a Request for Proposals for Water, Wastewater, and Stormwater Rate Study on \_\_\_\_\_, 2023 (the "RFP") to competitively solicit proposals for such services; and

**WHEREAS**, the Consultant submitted a response to the \_\_\_\_\_, 2023 RFP on "Consultant's Response"); and

**WHEREAS**, the City Commission awarded the RFP to the Consultant at a duly noticed public meeting on \_\_\_\_\_, 2023 (the "Effective Date"); and

**WHEREAS**, the Parties wish to memorialize the terms and conditions of their agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

- I. **RECITALS** The above recitals are true and correct and are hereby incorporated by reference.
- II. **CONTRACT DOCUMENTS** The "Contract Documents" shall mean and refer to this Agreement, which shall include any task orders issued pursuant to this Agreement, the RFP and all exhibits attached thereto including all duly executed and issued addenda (collectively, attached hereto as Exhibit 1), and the Consultant's Response (attached hereto as Exhibit 2). All of the foregoing are incorporated herein by reference and are made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities or conflicts between this Agreement and the exhibits, this Agreement shall control and priority among the exhibits will be resolved in the following order:

Exhibit 1      The RFP  
Exhibit 2      Consultant's Response

**III. SCOPE OF SERVICES AND TERMS OF PERFORMANCE**

- A. The Consultant shall provide rate study and consultant services in accordance with the specification and scope set forth in the RFP (the "Services"). Consultant represents and warrants that it has read the specification for the Services and understands them. The Consultant shall commence work on the Services immediately upon written request from the City and shall complete the Services in accordance with the time schedule set forth in the Contract Documents or, for additional projects in

addition to the rate study set forth in the Contract Documents as provided in the written task order from the City.

- B. The relationship of the Consultant to the City is an independent contractor providing the Services, and the Consultant shall provide the Services in accordance with professional standard of care. No employer/employee relationships shall be deemed to be established and the Consultant, its agents, and employees shall be independent contractors at all times.
- C. The Consultant shall be responsible for the professional quality, accuracy, timely completion, and compliance with regulations, codes and rules for the Services. If the City determines there are any errors, omissions or other deficiencies in the Consultant's reports and other services, the Consultant shall, without additional compensation, correct or revise said errors or omissions to the satisfaction of the City.
- D. Acceptance by the City shall not in any way relieve the Consultant of responsibility for the accuracy of its work. The City's review, approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. The Consultant shall be solely responsible for compliance with all federal, state, county, and local laws, rules and/or regulations, and lawful orders of public authorities including those set forth in this Agreement and that, in any manner, could bear on the Services and the Contract Documents including, but not limited to all rules and regulations related to safety and compliance therewith. Omission of any applicable laws, ordinances, rules, regulations, standards or orders by the City in the Contract Documents shall not relieve the Consultant of its obligations to comply with all laws fully and completely. Upon request, the Consultant shall furnish certificates of compliance with all such laws, orders and regulations to the City. The Consultant shall be responsible for obtaining all necessary permits and licenses required for performance and completion of the Services.
- F. This Agreement is not exclusive. The City specifically reserves the right to contract with other entities for the Services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be in the City's best interest.
- G. The City will provide information, data and other City documents relating to the Services, including information relating to the current and past billing rates, cycles, procedures, etc. associated with water, wastewater, and stormwater management, which is in the possession and control of the City. Information for any additional tasks will be set forth in each respective task order for additional services.
- H. All reports, studies, and other documents, including copyright rights associated therewith, provided to the City as part of the Services shall become and remain the sole property of the City. The Consultant warrants that the Services, and all works, documents, goods and services associated therewith do not infringe on any patent, trademark, copyright or trade secret of any third parties and agrees to defend, indemnify and hold harmless the City, its officers, agents, employees, trustees and its successors and assigns, from and against any and all liabilities, loss, damage or expense, including, without limitation, court costs and reasonable

attorneys' fees, arising out of any infringement or claims of infringement of any patent, trade name, trademark, copyright or trade secret by reason of the sale or use of any goods or services purchased under this Agreement.

**IV. EFFECTIVE DATE AND TERM OF AGREEMENT** This Agreement shall commence and be effective on the Effective Date and shall remain in effect for three (3) years (“Contract Term”), unless terminated sooner as provided herein. This Agreement may be renewed upon mutual written agreement of the Parties for up to \_\_\_\_ (\_\_) \_\_\_\_ year terms (each a “Renewal Term”) for a maximum total of (\_\_\_\_) years.

**V. COMPENSATION**

A. In consideration of the Consultant’s faithful performance under this Agreement, the City agrees to pay the Consultant pursuant to the prices set forth in Exhibit 2. If the City determines that any price for services, however calculated, provided by the Consultant, including profit, or any cost reimbursable under this Agreement was increased because the Consultant or any subcontractor furnished incomplete or inaccurate cost or pricing data, then such price or cost or profit shall be reduced accordingly.

B. All invoices shall be submitted in accordance with the Florida Prompt Payment Act. All payments shall be due on the date established by the Florida Prompt Payment Act. Payment due date for purchase of goods or services other than construction services is net forty-five (45) days from the date an invoice submitted in accordance with the Florida Prompt Payment Act is received by the City. In the event of a disputed invoice, only that portion so contested will be withheld from payment and the undisputed portion shall be due and payable on the terms set forth herein. The City does not pay sales tax and will provide sales tax exemption information at the written request of the Consultant, where necessary.

C. Sub-contractual services shall be invoiced at the actual fees paid by the Consultant with no mark-up in fees. Sub-contractual services shall be approved by the City prior to performance.

**VI. MODIFICATION OF CONTRACT DOCUMENTS** The Contract Documents, including the scope, specification, and details of the Services may only be modified by written agreement of the Parties. No such modification shall be effective unless approved at a duly noticed public meeting of the City Commission.

**VII. ASSIGNABILITY AND SUBCONTRACTING**

A. The terms and provisions of the Contract Documents shall be binding upon the Parties, their respective partners, successors, heirs, executors, administrators, assigns and legal representatives. However, the rights and obligations of the Consultant may not be transferred, assigned, sublet, mortgaged, pledged or otherwise disposed of or encumbered in any way without the City’s prior written consent. The City may subcontract a portion of its obligations to other firms or parties but only after having first obtained the written approval of the subcontractor by the City. If Consultant’s assignee or subcontractor fails to perform in accordance with the terms of its assignment or subcontract, Consultant shall complete or pay to have completed the work which the assignee or subcontractor failed to complete at no additional

cost to the City. Additionally, in the event of any breach or noncompliance by any of Consultant's assignee(s) or subcontractor(s), Consultant shall be directly and wholly responsible for any such breach or noncompliance and shall bear all attributable costs.

- B. Unless otherwise stated in the Consultant's Response, the Consultant agrees to make the prices in the Consultant's Response available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of the Contract Documents. For purposes of this section, "governmental entity" shall mean all State of Florida agencies, the legislative and judicial branches, political subdivisions, counties, school boards, community colleges, municipalities, transit authorities, special districts, or other public agencies or authorities.

## **VIII. DELAY IN PERFORMANCE/FORCE MAJEURE**

- A. The timely receipt of the Services and all deliverables to the City is essential. If the Services and all deliverables associate therewith are not received on time, the City may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from the City any increased costs and damages thereby incurred by it.
- B. The Consultant shall only be entitled to a reasonable extension of time from the City for the delays resulting from damage to the Consultant's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of the Consultant ("Force Majeure"). Any delay other than one caused by Force Majeure or as set forth in Section VIII(C) below shall constitute a breach of the Consultant's obligations under the Contract Documents.
- C. The City may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Consultant's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of the Consultant, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused the Consultant to miss delivery dates and could not adequately have been guarded against. The Consultant shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, substantial changes in scope of the Services or increases in the costs of performing the work under the Contract Documents. The Consultant will notify the City as soon as the Consultant has, or should have, knowledge that an event has occurred which will delay completion of the Services. Within five (5) working days, the Consultant will confirm such notice in writing, furnishing as much detail as is available and including any request for extension of time. The Consultant shall supply, as soon as such data is available, any reasonable proofs that are required by the City to make a decision on any request for extension. The City will examine the request and any documents supplied by the Consultant and will determine if the Consultant is entitled to an extension and the duration of such extension. The City will notify the Consultant of its decision in writing. It is expressly understood and agreed that the Consultant will not be entitled to any extension and the granting of such extension is in the sole discretion of the City. It is further expressly understood that the Consultant shall not be entitled to any damages or additional compensation, and will not be reimbursed for any losses, on account of delays resulting from any cause.

- IX. TERMINATION OF AGREEMENT** This Agreement may be terminated with or without cause in accordance with the provisions below.
- A. For and in consideration of \$10.00, if the City determines that it is in its best interest to do so, the City may terminate this Agreement without cause or penalty upon thirty (30) days' written notice to the Consultant. Any such termination shall be without any penalty or expense to the City. If the City terminates this Agreement pursuant to this subsection, the Consultant shall promptly submit to the City its costs to be paid on work performed up to the time of termination. If the Consultant has any property belonging to the City in its possession, the Consultant shall account for the same and dispose of it as directed by the City or return to the City.
  - B. The City may terminate this Agreement with cause and without penalty at any time immediately upon written notice to the Consultant, if: (1) the Consultant fails to fulfill or abide by any of the terms or conditions specified in the Contract Documents; (2) the Consultant fails to perform in the manner called for in the Contract Documents; or (3) the Consultant does not provide the Services in accordance with the requirements of the specifications in the Contract Documents. In its sole discretion, the City may allow the Consultant an appropriately short period of time in which to cure a defect in performance or non-performance. In such case, the City's written notice of termination to the Consultant shall state the time period in which cure is permitted and other appropriate conditions, if applicable. The Consultant may terminate this Agreement for cause if the City fails to fulfill or abide by any duties or conditions specified in the Contract Documents, provided that the Consultant must first provide notice of the alleged breach to the City and give the City thirty (30) days written notice to cure the alleged breach. If the City cures the alleged breach or is making a good faith effort to cure said breach during the thirty (30) day cure period, the Consultant may not terminate this Agreement.
  - C. Should this Agreement be terminated by the City for cause under this Section, the Consultant shall be liable for all expenses incurred by the City in re-procuring elsewhere the same or similar items or services offered by the Consultant.
  - D. In the event the City, in its sole discretion, determines that sufficient budgeted funds are not available to appropriate for payments due to the Consultant under this Agreement, the City shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without any penalty or expense to the City.
- X. INSURANCE** Before beginning any work under this Agreement, the Consultant shall obtain insurance as specified in the RFP at the Consultant's sole expense and shall provide the City with proof of insurance as specified therein. The Consultant shall maintain such insurance throughout the entire Contract Term and any Renewal Terms.
- XI. INDEMNIFICATION**
- A. The Parties recognize that Consultant is an independent contractor. Consultant agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorneys' fees in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal



injury, property damage, relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of this Agreement, or resulting from activities in any way connected to this Agreement, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents and attorneys. Consultant's liability hereunder shall include all attorneys' fees and costs incurred by the City, in the enforcement of this indemnification provision. This indemnification provision includes claims made by any employees of Respondent against the City, and Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive the termination of this Agreement, however terminated, and shall not be limited by any amount of insurance required to be obtained or maintained under this Agreement. Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. Subject to the limitations set forth in this provision, the Consultant shall assume control of the defense of any claim asserted by a third party against the City arising from or in any way related to this Agreement and, in connection with such defenses, shall appoint lead counsel, in each case at the Consultant's expense. The Consultant shall have the right, at its option, to participate in the defense of any third-party claim, without relieving the Consultant of any of its obligations hereunder. If the Consultant assumes control of the defense of any third-party claim in accordance with this paragraph, the Consultant shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this provision, the Consultant shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect of the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Consultant has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

X. **ATTORNEYS' FEES** In the event of legal action or other proceeding arising under this Agreement, the City shall be entitled to recover from Consultant all its reasonable attorneys' fees and costs incurred by the City in the prosecution or defense of such action, or in any post-judgment or collection proceedings and whether incurred before suit, at the trial level or at the appellate level. This shall include any bankruptcy proceedings. The City also shall be entitled to recover any reasonable attorneys' fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining the amount of attorneys' fees and costs due to the City. The reasonable costs to which the City will be entitled include costs that are taxable under any applicable statute, rule, or guideline, as well as costs of investigation, copying costs, electronic discovery costs, mailing and delivery charges, costs of conducting legal research, consultant and expert witness fees, travel expenses, court reporter fees and mediator fees, regardless of whether such costs are taxable under any applicable statute, rule or guideline.

XI. **MISCELLANEOUS**

A. *Time of the Essence.* Time is of the essence for all work performed under this Agreement. If the Consultant fails to promptly complete work under this Agreement, the City may terminate this Agreement immediately, without any expense or penalty, purchase substitute services

elsewhere, and recover from the Consultant any increased costs and damages thereby incurred by the City.

- B. *Public Records.* Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Consultant on behalf of the City, Consultant shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes (“Public Records”), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, 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; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Consultant within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement.

All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Consultant does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Consultant is acting on behalf of the City.

- C. *Notices.* All notices required or made pursuant to this Agreement shall be made in writing and sent by certified U.S. mail, return receipt requested addressed to the following:

If to City

If to Consultant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

***With required copy to:***

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

- D. *Severability.* If any one or more provisions of the Contract Documents shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby and the Contract Documents shall be treated as though the invalidated portion(s) had never been a part thereof.

- E. *Waiver.* No waiver of any default or failure to perform shall be valid unless set forth in writing by the waiving party and shall not constitute a waiver of any other default or failure to perform under the Contract Documents, or of any rights or remedies to which either Party may be entitled to on account of any such default or failure to perform.
  
- F. *Controlling Law and Venue.* The Contract Documents shall be construed by and controlled under the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action arising under this Agreement shall lie solely in the courts located in Miami-Dade County, Florida and for any federal action shall lie solely in the United States District Court, Middle District of Florida, Miami Division.
  
- G. *No Third Party Beneficiaries.* This Agreement is entered into solely for the benefit of the Parties and the Contract Documents shall not be construed as a benefit to any third parties, including but not limited to the general public, constituents or citizens of the City, nor shall it be construed as enforceable by any third parties.
  
- H. *Heading and Section References.* The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
  
- I. *Authorization.* The Parties represent and warrant that each are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.
  
- J. *Entire Agreements.* The Contract Documents constitutes the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representation, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in the Contract Documents.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF OPA-LOCKA

CONSULTANT

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

**APPENDIX C**

**CITY OF OPA-LOCKA, FLORIDA  
PROPOSAL FORM  
UTILITY RATE STUDY SERVICES  
RFP NO. 23-0627200**

\_\_\_\_\_  
Firm  
Name

\_\_\_\_\_  
Home Office Address

\_\_\_\_\_  
City, State

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address:      Branch office servicing City of Opa-locka (other than above)

\_\_\_\_\_  
Name, Title & Telephone No. of Contact Representative for City

The undersigned attests to his (her, their) authority to submit this Proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the City.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Typed Name & Title of Above Signer

\_\_\_\_\_  
Witness Signature

**APPENDIX D**

**CITY OF OPA-LOCKA, FLORIDA UTILITY  
RATE STUDY SERVICES  
RFP NO. 23-0627200**

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

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

1. This sworn statement is submitted to \_\_\_\_\_  
(Print name of the public entity)

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).  
\_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to, any bid proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:

a. A predecessor or successor of a person convicted of a public entity crime; or

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. 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 (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under the arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding

contract and which bids or applies to bid on contracts 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 the management of the entity.

6. Based upon information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting the sworn statement or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of this entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDER YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20

Personally known \_\_\_\_\_

Or produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_  
My Commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)

### 3.1 Proposal Requirements

The proposal shall include the following:

1. Understanding of the Scope of Work.  
Describe your understanding of the work to be performed.

2. Experience and Qualifications of Firm.  
List similar projects successfully completed within the last five (5) years.
3. Key Personnel.  
Please provide the names and qualifications of the key personnel assigned to this contract.
4. References.  
Provide a list of references from the past and current clients within the last five (5) years.
5. Schedule.  
Contractor shall submit a timeline as to when each task will be completed
6. Fee Proposal.  
The fee proposal will be reviewed but is not the sole factor in the selection process. Submit documentation associated with the pricing of each task.

## **PART III**

### **PROPOSAL REQUIREMENTS**

#### **3-1 RULES FOR PROPOSALS**

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein. The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without



collusion with any other person or entity submitting a proposal pursuant to this RFP.

## **3-2 SUBMISSION OF PROPOSALS**

The proposal shall be submitted on 8 ½ "x 11" paper, portrait orientation, with headings and sections numbered appropriately. Ensure that all information is written legibly or typed. The following should be submitted for a proposing firm to be considered:

3.2.1 Cover Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

3.2.2 Tab 1 - Table of Contents

Include a clear identification of the material by section and by page number.

3.2.3 Tab 2 - Letter of Transmittal

3.2.3.1 Limit to one or two pages.

3.2.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.2.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.2.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

3.2.4 Tab 3 - General Information

3.2.4.1 Name of Business.

3.2.4.2 Mailing Address and Phone Number.

3.2.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.2.4.4 Normal business hours.

3.2.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.2.4.6 Give the date business was organized and/or incorporated, and where.

3.2.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.2.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.2.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

3.2.5 Tab 4 – Project Approach

Describe in detail your proposal to fulfill the requirements of the scope of services listed in section 2.2 of this RFP.

3.2.6 Tab 5 – Experience and Qualifications

3.2.6.1 Specify the number of years the Proposer has been in business.

3.2.6.2 Identify the Proposer's qualifications to perform the services identified in this RFP as listed in section 2-2 of the Scope of Services.

Include resumes, not exceeding one page each, of all key personnel who will be assigned to the City.

3.2.7 Tab 6 – Schedule

3.2.7.1 Include a timetable that identifies the amount of time required to complete each component of the Program.

3.2.7.2 Indicate the earliest available start date for your project team.

3.2.7.3 Indicate the project completion date based on the date provided in 3.2.7.1.

3.2.8 Tab 7 – Pricing of Services

3.2.8.1 Fee basis should be an all-inclusive, base fee.

3.2.9 Tab 8 – References

3.2.9.1 List a minimum of three (3) references in Florida for which the proposer has provided elevator services. Include the name of the organization, brief description of the project, name of contact person telephone number and email address.

3.2.10 Tab 9 – Additional Forms

Proposers must compete and submit as part of its Proposal all of the following forms and/or documents

- Proposer Qualifications
- Certification regarding debarment and suspension
- Drug Free workplace certification

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION MAY DISQUALIFY PROPOSER.**

## **PART IV EVALUATION OF PROPOSALS**

### **4-1 SELECTION COMMITTEE**

A Selection Committee, consisting of City personnel, will convene, review and discuss all proposals submitted.

The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The Proposer shall satisfy and explicitly respond to all the requirements of the RFP including a detailed explanation of how the services shall be performed.

Each proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documents are submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract (s) will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City of Opa-locka.

#### **4-2 EVALUATION CRITERIA**

The Committee may select and choose to invite any and/or or all firms to make a presentation and be interviewed by the Committee as part of the evaluation process for this Solicitation. The Committee's decision will be communicated by staff to all Respondents. The Respondent's presentation may clarify but may not modify their submitted proposal. Any discussion between the presenter (s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from the Committee.

<b>Category</b>	<b>Points</b>
Consultant in public sector utility ratemaking ability to meet the defined scope of work (minimum of 5 years of experience)	30
Qualifications of the Project Team	30
Project approach, methodology and satisfactory schedule for completion	20
References: five (5) required	10
Cost of proposal	10
<b>TOTAL</b>	<b>100</b>

#### **4-3 ORAL PRESENTATIONS**

Proposers may be required to make individual presentations to the City Selection Committee in order to clarify their proposals. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. However, the City has the right to accept the best proposal as submitted, without discussion or negotiation.

If the City determines that such presentations are needed, a time and place will be scheduled for oral presentations. Each Proposer shall be prepared to discuss and substantiate any of the areas of the proposal submitted, and its qualifications to perform the specified services. During the oral presentations, the Proposers should relate their discussion to the evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager must be in attendance.

The Evaluation Criteria may be changed for the oral presentation evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria, if any, prior to their oral presentation.

Additionally, prior to award of an Agreement pursuant to this RFP, the City may require Proposers to submit such additional information bearing upon the Proposer's ability to perform the services in the Agreement as the City deems appropriate.

#### **4-4 FINAL SELECTION**

The City of Opa-locka will select the firm that meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. Following the notification of the selected firm, it is expected that an Agreement will be executed between both parties. City staff will recommend award to the responsible Proposer whose Proposal is determined to provide overall best value to the City, considering the evaluation factors in this RFP.

#### **4-5 AWARD AND CONTRACT EXECUTION**

After review by the Selection Committee of the proposals and oral presentations a recommendation will be made to the City Manager for submission to the City Commission for final approval. Upon Commission authorization, contract negotiations will be initiated with the first ranked firm. If those negotiations are unsuccessful, the City will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.



**RFP NO. 23-0627200  
PROPOSER QUALIFICATIONS**

**WATER, WASTEWATER AND STORMWATER RATE STUDY**

The Proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Occupational License

in the area of their fixed business location. The following information MUST be completed and submitted with the proposal to be considered:

1. Legal Name and Address:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone/Fax: \_\_\_\_\_

2. Check One: Corporation ( ) Partnership ( ) Individual ( )

3. If Corporation, state:

Date of Incorporation: \_\_\_\_\_ State in which Incorporated: \_\_\_\_\_

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: \_\_\_\_\_

5. **Name and Title of Principal Officers**                      **Date Elected:**

_____	_____
_____	_____
_____	_____
_____	_____

6. The length of time in business: \_\_\_\_\_ years

7. The length of time (continuous) in business as a service organization in Florida:  
\_\_\_\_\_ years

8. Provide a list of at least three commercial or government references that the bidder has supplied service/commodities meeting the requirements of the City of Opa-locka specification, during the last twenty-four months.

9. A copy of County and/or Municipal Occupational License(s)

**Note:** Information requested herein and submitted by the proposers will be analyzed by the City of Opa-locka and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the Contractors, in the sole opinion of the City of Opa-locka, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



**RFP NO: 23-0627200**

**PRICE PROPOSAL FORM**

**WATER, WASTEWATER, AND STORMWATER RATE STUDY**

PROPONENT understands and agrees that the Contract Price is the lump sum to furnish and install all of the Work complete in place. Vendor's price will not be adjusted unless the CITY changes the scope of the Project after the Contract Date.

As such, the Vendor shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place Project for the Proposed Price of:

**LUMP SUM PRICE: \$\_\_\_\_\_**

SUBMITTED                      DAY  
THIS                              OF    2023.

BID SUBMITTED BY:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name of Person Authorized to  
Submit Bid

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Title

**CITY OF OPA-LOCKA**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
PROPOSED DEBARMENT AND OTHER MATTERS OF  
RESPONSIBILITY**

1. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its Principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.

2. The Proposer has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any City, State or Federal agency.

A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

B. The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer non-responsive.

D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_



**CITY OF OPA-LOCKA  
RFP NO. 23-0627200**

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**DRUG-FREE WORKPLACE CERTIFICATION FORM**

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Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the CITY OF OPA-LOCKA for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace



program shall be given preference in the award process. In order 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 controlled substances 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 number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by \_\_\_\_\_ the  
(Name)  
\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position) (Company)

who does hereby certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
Date Signature



**CITY OF OPA-LOCKA  
NON-COLLUSION AFFIDAVIT**

**STATE OF FLORIDA - COUNTY OF MIAMI DADE**

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of  
\_\_\_\_\_ the PROPONENT that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Opa-locka. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

**E-VERIFY**

to register with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-contractors) assigned by Vendor /Consultant/ Contractor to perform work pursuant to the contract with the Department. The Vendor /Consultant/ Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and

*By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.*

### **E-VERIFY FORM**

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subcompanies/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Opa-locka; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_