



# *City of Jacksonville Beach*

Property and Procurement Division  
1460A Shetter Ave., Jacksonville Beach, FL 32250  
Tel: 904-247-6229



## REQUEST FOR PROPOSALS

<b>RFP Number:</b>	<b>05-2122</b>
<b>RFP Title:</b>	<b>Environmental Sampling and Analytical Lab Services</b>

<b>Submittal Deadline</b>	
<b>Day:</b>	Wednesday
<b>Date:</b>	<b>March 2, 2022</b>
<b>Time:</b>	<b>2:00 P.M.</b>
<b>Location:</b>	Property and Procurement
<b>Address:</b>	1460A Shetter Ave., Jacksonville Beach, FL 32250

**ANTICIPATED TIME LINE:** The **anticipated** schedule for this RFP is as follows:

RFP Advertised	2-February-2022
Deadline to Submit Questions	18-February-2022
Addendum (if necessary) Issued	23-February-2022
<b>Submission Deadline</b>	<b>2-March-2022</b>
RFP Opened	2-March-2022

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## **SECTION A: OVERVIEW**

## OVERVIEW

### 1. PURPOSE:

The City of Jacksonville Beach operates three (3) utility Divisions; Pollution Control Plant, Stormwater, and Water Plant Divisions that require analysis of liquids, sediments and solids related to the various activities associated with the utility operations. Analytical results are used for process control and for regulatory compliance.

The objective of this RFP is to award up to three (3) simultaneous continuing contracts [up to one (1) per Division], to provide professional environmental laboratory services, which may include field sampling, flow monitoring, measurement of water levels, laboratory analyses and report preparation and correspondence with regulatory agencies for drinking water, wastewater and stormwater matrices.

### 2. RFP DUE DATE: 2:00 PM WEDNESDAY MARCH 2, 2022

RFPs will be received until 2:00 P.M., Wednesday, March 2, 2022, and then opened publicly by the Property and Procurement Division, First Floor O&M Building, 1460A Shetter Avenue, Jacksonville Beach, Florida 32250.

### 3. QUESTIONS AND REQUESTS FOR CLARIFICATION:

No verbal interpretations will be made of any documents. Requests for such interpretations shall be made in writing or via email at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net) no later than **Friday, February 18, 2022**. Interpretation will be in the form of an addendum and will be published on the RFP section of the City's website.

### 4. ELIGIBILITY

The selected firm must have the capability and experience necessary to provide the required environmental sampling and analytical laboratory services.

To be eligible, Respondents must be able to provide information demonstrating:

- A. The laboratory shall be certified by the State of Florida, Department of Health (DOH), for all analyses as noted on the attached list, utilizing the test methods required by DEP, the U.S. Environmental Protection Agency (EPA) or other regulatory agencies, as noted in the DEP (and other agencies') permits for water, wastewater and stormwater.
- B. The laboratory shall meet all current National Environmental Laboratory Accreditation Program (NELAP) requirements for parameters tested.
- C. The laboratory shall have a Quality Assurance/Quality Control (QA/QC) Plan and Program as approved by DEP and the DOH.



## 5. CONTRACT AWARD:

The CITY reserves the right to enter into a contract with the selected firm(s) that the CITY deems to offer the best overall proposal(s). The CITY is therefore not bound to accept a proposal on the basis of lowest price.

In addition, the CITY, at its sole discretion in the best interest of the CITY, reserves the right:

- To cancel this RFP,
- To reject any and all proposals,
- To waive any and all informalities and/or irregularities,
- To consider any and all other alternatives submitted by proposers, along with the CITY scope alternative(s), or
- To re-advertise with either the identical or revised specifications,

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

The CITY reserves the right to award this contract to one or more firms. In the event of a multiple award, the CITY may designate a Primary and Secondary Contractor. The Secondary Contractor may be used if the Primary Contractor is unable to cope with the demands of the project, or if the standards of performance are unacceptable to the CITY requirements, or if the contract is terminated for cause or convenience.

Award may be made only to responsive, responsible Respondents possessing the ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Contractors submitting bids must be regularly engaged in the trade or trades relating to the bids submitted.

Any contract, as a result of this solicitation, will be submitted to CITY Manager for consideration and may be submitted to the City Council for their approval. All Respondents will be notified in writing when the CITY Manager makes an award recommendation. The Contract award, if any, shall be made to the Respondent whose proposal shall be deemed by the CITY to be in the best interest of the CITY. The CITY's decision to make the award and which proposal is in the best interest of the CITY shall be final.

## 6. CONTRACT TERM

The contract(s) shall be in effect for a period of five (5) years. The services outlined will commence immediately after award of contract(s) and extend for sixty (60) months from the effective date of award. All rates and fees are to remain stable for the term of the contract.

**Effective Contract Term Start Date:** The effective contract term start date shall be the date of award by the CITY or the date of the Notice to Proceed, whichever is later.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval have been granted by the CITY. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective the first day of the fiscal year for which such approval has been denied.

The City of Jacksonville Beach reserves the right to negotiate with the awarded Contractor or to advertise a new solicitation for services.

## **7. SUBMITTAL REQUIREMENTS:**

Submit completed package **one (1)** original plus **five (5)** copies and **one (1)** USB thumb drive in one sealed envelope. Packages received without the requested information or quantities may be rejected.

It is incumbent upon the respondent to ensure that all copies of the proposal package submittals are complete and exact replicas of each other.

**Clearly mark the submittal envelope with the RFP number, RFP title and Respondent name.**

It is incumbent upon the Respondent to ensure that proposal package submittals are received by the Property and Procurement Division on time. Submissions received after the due date and time will not be considered.

## **SECTION B: GENERAL PROVISIONS**

## GENERAL PROVISIONS

### 1. INSTRUCTIONS TO RESPONDENTS:

- **Specifications** that are **explicit** to this particular **Request for Proposals Number 05-2122** are found in **SECTION C**, which begins on **page 20**.
- **The Minimal Proposal Package shall consist of the following:**

- Form 1:** Unit Price Tender Form (3 pages)
- Form 2:** RFP Award Notice
- Form 3:** Required Disclosure
- Form 4:** Drug-Free Workplace Compliance
- Form 5:** Non-Collusion Affidavit, and
- Form 6:** Non-Bankruptcy Affidavit
- W-9**

All forms must be completely filled out, appropriately executed and submitted as part of the proposal package. These start on **page 34**.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

### 2. TERMS AND CONDITIONS:

- A. General. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Jacksonville Beach, Jacksonville Beach, Florida, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Unless otherwise specified herein, the submitter will allow ninety (90) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Extension of Contract. If the CITY should advertise for RFP's, the contract resulting from this RFP shall automatically be extended month-to-month past its term end date. This will allow the CITY to receive and assess proposals, to award a new contract, and to ensure a smooth, cooperative and seamless transition between contractors; to minimize impact and disruption to customers; and, to maintain safety and health standards.
- E. Contract Termination. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
  - 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
  - 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the

CITY.

- 3) *For convenience.* By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.

F. Award.

- 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.
- 2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.

G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.

H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

**3. ADDITIONAL INFORMATION:**

The information in this RFP package is provided to facilitate responses. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Luis F. Flores, Property and Procurement Officer in the Property and Procurement Division at (904) 247-6229.

**4. ADDENDA TO THE RFP:**

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of those respondents, who, according to the records of the Property and Procurement Division previously requested a copy of this RFP. However, prior to submitting a proposal, it shall be the responsibility of the respondent to contact the CITY's Property and Procurement Division at [Purchasing@jaxbchfl.net](mailto:Purchasing@jaxbchfl.net) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addendum(s) on their proposal, or attach such addendum(s) to their proposal. Additionally, all documents associated with this RFP are available on the CITY's webpage:

<https://www.jacksonvillebeach.org/Bids.aspx>

**5. USE OF PROPOSAL RESPONSE FORMS:**

All submittals must include the forms provided in Section F of this package. Failure to comply may preclude consideration of the submission. Supplemental information may be attached to these forms.

**6. DEVIATIONS FROM REQUESTED PLAN:**

The contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their qualification, which comply with the requested services. Any deviations from the services requested should be clearly noted.

**7. CONFLICT WITH SPECIMEN CONTRACTS:**

Unless specifically noted to the contrary as a deviation from the RFP, the submission of Respondent's specimen contract with a Respondent's proposal submittal shall not constitute notice of the Respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the Respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the Respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a Respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

**8. ERRORS IN SUBMITTALS:**

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting their qualifications. Failure to do so will be at the Respondent's own risk, and a Respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the Respondents.

**9. LEGAL AND REGULATORY COMPLIANCE:**

Respondents must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time, including, but not limited to the Public Records Law, Chapter 119, Florida Statutes. In accordance with Section 119.0701, Florida Statutes, the following provisions are included in this contract:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, CITY OF JACKSONVILLE BEACH, 11 N. 3RD STREET, JACKSONVILLE BEACH, FLORIDA 32250, OFFICE: (904) 247-6250 Ext. 10, email address CityClerk@jaxbchfl.net.**

The CONTACTOR shall comply with public records laws of Florida, specifically to:

1. Keep and maintain public records required by the public agency to perform the

service.

2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**10. CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE:**

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates. (If applicable) N/A

**11. WAIVER/REJECTION OF REPOSSES:**

The CITY reserves the right to waive formalities or informalities in submissions and to reject any or all submittals or portions of submittals, or to accept any submittals or portions of submittals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the Respondent.

**12. AUTHORIZED OFFER:**

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the Respondent's firm, that may result in a bound contract upon the CITY's acceptance.

**13. EVALUATION OF RESPONSES:**

The CITY will evaluate each response based on all the criteria set forth in the RFP. Fees may



be requested as part of the response package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.

**14. USE OF PROPOSAL BY OTHER AGENCIES**

It is hereby made a part of this RFP that the submission of any proposal response to the advertisement request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Florida, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

**15. PUBLIC ENTITY CRIMES STATEMENT:**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017**, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

**16. CONFLICT OF INTEREST CERTIFICATE:**

All solicitations once advertised, and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential proposers and/or proposers on City solicitations, the City's professional staff, and the City Council members.

Any lobbying by or on behalf of the respondent will result in rejection/disqualification of said proposal. Respondents shall refrain from any contact with City Council members and staff or the Evaluation Committee regarding this proposal.

**DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, RESPONDENTS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE CITY COUNCIL OR CITY STAFF EXCEPT**



UPON THE REQUEST OF THE CITY OF JACKSONVILLE BEACH PROPERTY AND PROCUREMENT DIVISION IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

This provision is not meant to preclude respondents from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the respondent's proposal.

**17. DISCRIMINATION CLAUSE:**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**18. SAFETY REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES TO CITY:**

- A. The Contractor shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards including 29 CFR 1910 and any other rules and regulations applicable to construction and maintenance activities in the State of Florida. The Contractor shall also comply with Chapter 442, Florida Statutes (Toxic Substances in the Workplace) and any county or city or any other agency's rules and regulations regarding safety. The Contractor must employ all possible means to prevent contamination or pollution of air, waterways and soil.
- B. The CITY's safety personnel or any supervisor or inspector may, but is not required to, order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Contractor to the CITY; and the Contractor shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this contract and a duty of the contractor. The CITY reserves the right to require demonstration of compliance with the safety provisions of this contract. The parties agree that such failure is deemed to be a material breach of this agreement; and the Contractor agrees that upon such breach, all work pursuant to the contract shall terminate until demonstration to the CITY that the safety provisions of this agreement have been complied with. In no event shall action or failure to act on the part of the CITY be construed as a duty to enforce the safety provisions of this agreement nor shall it be construed to create liability for the CITY for any act or failure to act in respect to the

safety provisions of this agreement.

**19. INSURANCE REQUIREMENTS:**

**19. (A) GENERAL INSURANCE PROVISIONS**

Hold Harmless: The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

Payment on Behalf of the City: The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

Loss Control/Safety: Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

**19. (B) PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED**

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Jacksonville Beach (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or subcontractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

**19. (C) COVERAGE REQUIREMENTS:**

Basic Coverages Required: During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

Worker's Compensation Coverage is **required**.

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

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

General Liability Coverage is **required for Contractor and all subcontractors**.

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and is **required**.

Coverage C, medical payments is **not required**.

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Products and Completed Operations are **required for Contractor and all subcontractors**.

Amount:	\$1,000,000	Aggregate
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Business Auto Liability Coverage is **required for Contractor and all subcontractors**.

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

Amounts:	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
	Property Damage:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate

Professional Liability is **not required** for Contractor and all subcontractors.

Pollution Liability is **not required** of Contractor and all subcontractors.

The City requires Pollution/Environmental Liability insurance covering cleanup costs including on-site discovery and third party liability, on-site and off-site third party pollution liability coverage, natural resources damage coverage.

Limits of Liability:	\$1,000,000	Each Pollution Event Limit
	\$1,000,000	Aggregate Policy Limit

**Excess or Umbrella Liability Coverage.**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

Limits of Liability:	\$1,000,000	Each Occurrence
	\$1,000,000	Aggregate

Claims Made Coverage – No Gap

If any of the required professional or pollution liability insurance is provided on a “claims made” form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of claims made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

**19. (D) CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.**

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any subcontractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All

coverages shall name the City as “additional insured”.

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful respondent(s)’ obligation to fulfill the insurance requirements herein.

**20. ~~PERFORMANCE AND PAYMENT BONDS: N/A~~**

~~Simultaneously with his delivery of the executed contract to the CITY, a respondent, to whom a contract has been awarded, must deliver to the CITY executed Performance and Payment Bonds on the prescribed forms each in an amount of one hundred percent (100%) of the total amount of the accepted Bid/Proposal, as security for the faithful performance of the contract and for the payment of all persons performing labor or furnishing materials or equipment in connection therewith. The Performance and Payment Bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in the county in which the project is located. The Attorney in Fact or other officer who signs the Performance and Payment Bonds for a surety company must file with such bonds a certified copy of his Power of Attorney authorizing him to do so.~~

~~The Performance and Payment Bonds shall remain in force for one (1) year from the date of final acceptance of the work as a protection to the CITY against losses resulting from latent defects in materials or improper performance of work under contract, which may appear or be discovered during that period.~~

**21. BANKRUPTCY:**

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been an officer or principal of a firm, which has filed bankruptcy in the past seven (7) years. Attached is a Non-Bankruptcy Affidavit form. All submitted proposals must include this form executed by the proper representative of the respondent company. **(See attached Form 6).**

**22. NONEXCLUSIVE:**

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP. Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**23. DRUG FREE WORKPLACE COMPLIANCE FORM:**

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this form executed by the proper representative of your company. **(See attached Form 4).**



**24. WARRANTY:**

All warranties express and implied shall be made available to the City for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the successful respondent against factory defects and workmanship. At no expense to the City, the successful respondent shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

**25. PROTEST:**

Any respondent who perceives themselves aggrieved in connection with a recommended award may protest to the Property and Procurement Officer. A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council, in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

In the event of a timely protest, the City shall not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

**26. FRAUD AND MISREPRESENTATION:**

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**27. OMISSIONS IN SPECIFICATIONS:**

The scope of services or description of items contained within this solicitation describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the respondent from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

**28. FORCE MAJEURE:**

The City and the successful respondent are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a) The non-performing party gives the other party prompt written notice describing the

particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

- b) The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c) No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d) The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the successful respondent shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

**29. PROPOSAL AWARD NOTICE FORM:**

Attached is a Proposal Award Notice Form. All submitted proposals are to include this form to be notified of the recommendation of award. **(See attached Form 2).**

**30. INDEMNIFICATION:**

The firm, without exception, shall indemnify and hold harmless the City of Jacksonville Beach, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFP. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

**31. RFP IS NOT A BID:**

This Request for Proposals is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

# **SECTION C: SPECIFICATIONS**



## SPECIFICATIONS

### 1. GENERAL INFORMATION:

**Owner:** City of Jacksonville Beach, Public Works Department, Pollution Control Plant, Stormwater, and Water Plant Divisions.

**Contacts:** Ryan Deeney, Water Plant Division, (904) 247-6278; Robert Delgado, Plant Division, (904) 813-2092.

The City of Jacksonville Beach operates three (3) utility Divisions; Pollution Control Plant, Stormwater, and Water Plant Divisions, that require analysis of liquids, sediments and solids related to the various activities associated with the utilities operations. Analytical results are used for process control and for regulatory compliance.

### 2. SCOPE:

The objective of this RFP is to award up to three (3) simultaneous continuing contracts [up to one (1) per Division], to provide professional environmental laboratory services, which may include field sampling, flow monitoring, measurement of water levels, laboratory analyses and report preparation and correspondence with regulatory agencies for drinking water, wastewater and stormwater matrices. Typical analyses may include:

- a) Wastewater analyses for compliance with the DEP and National Pollutant Discharge System (NDPES) regulations/permits and the Clean Water Act (CWA) requirements.
- b) Sludge analyses for compliance with DEP and landfill requirements.
- c) Stormwater analyses for compliance with DEP and National Pollutant Discharge Elimination System (NPDES) regulations/permits.
- d) Drinking water analyses for compliance with Department of Environmental Protection (DEP) permits and Safe Drinking Water Act (SDWA) requirements.

### 3. ANALYSES, MATRICES AND REGULATIONS

Three (3) annotated partial matrices of analyses are displayed below. Analyses in addition to those listed below may be needed, depending on future regulatory requirements. Analyses may vary from year to year based on compliance sampling schedules.

These three (3) partial matrices are also displayed on the **UNIT PRICE TENDER FORM**, which is divided into:

- ITEM A: Wastewater Analyses Matrix** (including sludge analyses) for the **Pollution Control Division.**
- ITEM B: Stormwater Analyses Matrix** for the **Stormwater Division.**
- ITEM C: Drinking Water Analyses Matrix** for the **Water Plant Division.**

**Change Order to an ITEM Analyses Matrix:** Due to the varying nature of regulatory requirements, which are outside the control of the City, if and when a new and/or different type

analysis is needed/required, the Contractor, awarded the particular applicable ITEM Analyses Matrix (Wastewater, Stormwater, or Drinking Water) under which the new type analysis is to be managed, shall provide a reasonable unit price quote to provide the new type analysis service to the City for its consideration. When the City and the Contractor reach mutual agreement on the final adjusted unit price for the new type analysis, it will be agreed in writing and automatically become a change order to the applicable ITEM Analyses Matrix.

**NOTE: Estimated ANNUAL NUMBER of Analyses** for each type of analysis, the resulting **ANNUAL TOTAL COST** by type analysis, and the **Combined Estimated ANNUAL TOTAL COST** for each Item Number matrix on the **UNIT PRICE TENDER FROM** are estimated quantities only and are only for use in comparing proposals.

- a) Field testing, sample collection and preservation, laboratory testing, including quality control procedures and all record keeping shall comply with Florida Administrative Code (FAC) Chapter 62-160.
- b) Sample collection, test methods and method detection limits (MDLs) shall be in accordance with Rule 62-4-246, Chapter 62-160 and 62-601, F.A.C. and 40 CFR 136 as appropriate. The list of DEP established analytical methods, method detection limits (MDLs) and practical quantification limits (PQLs), "Florida DEP Table as Required by Rule 62-4.246(4) Testing Methods for Discharges to Surface Water." The MDLs and PQLs described in this list shall constitute minimum acceptable MDL/PQL values.
- c) Ground water parameters shall be analyzed in accordance with Chapter 62-601, FAC [62-620.610(18)] or the most current rule, and as described in the appropriate DEP permits.
- d) Drinking water analyses and methods shall comply with FAC 62-550.550. Reporting of results shall be in accordance with FAC 62-550.730 (2) and FAC 62-550.730 (6). Drinking water analyses will be as listed in Tables 1 through 6 in FAC 62-550.
- e) Methods of analyses for stormwater shall be as per FAC Chapter 62-160. A DEP approved Quality Assurance Program Plan (QAPP) will be required for the stormwater monitoring program.
- f) Toxicity Characteristic Leaching Procedure (TCLP) analysis for dewatered sludge shall be as per CFR 40 Part 258, utilizing SW-846.

**ITEM A: Wastewater Analysis Matrix**  
**for Pollution Control Plant Division**  
**(2 Total Pages)**

<u>Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u>
<i>Enterococci</i>	EPA Method 1106.1 and 1600 ASTM D6503	1/100ml MPN	1/100ml MPN	(5) samples non-consecutive Days/month	60
CBOD (5 day)	SM 5210.B	0.2 mg/L	1.0 mg/L	Weekly (3)	156
Total Suspended Solids	160.2	4.0 mg/L	4.0 mg/L	5 days/week	469
Fecal Coliform	SM 9222D	1 (no/100 mL)	1 (no/100 mL)	5 days/week	417
Total Recoverable Copper	200.8	1.0 ug/L	5.0 ug/L	Monthly	14
Total Recoverable Mercury	245.2 or 245.1	0.2 ug/L	0.5 ug/L	Quarterly (1)	4
Total Recoverable Nickel	200.8	1.0 ug/L	5.0 ug/L	Quarterly (1)	4
Total Ammonia, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8
Total Organic Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8
Total Kjeldahl Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8
Nitrate plus Nitrite as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8
Total Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8
Total Phosphorus, as P	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8
Orthophosphorus, as P	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8
Total Cyanide as CN	EPA 335.4	4 ug/L	10 ug/L	Monthly (2)	24

**ITEM A: Wastewater Analysis Matrix**  
**for Pollution Control Plant Division**  
**(2 Total Pages)**

<u>Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u>
<i>Treated Sludge – Toxicity Characteristic Leaching Procedure (TCLP)</i>	SW-846	varied	varied	Annual (1)	1
<i>Arsenic</i>	6010	Per Note 7	Per Note 7	Annual (1)	1
<i>Barium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1
<i>Cadmium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1
<i>Chromium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1
<i>Lead</i>	6010	Per Note 7	Per Note 7	Annual (1)	1
<i>Mercury</i>	6010	Per Note 7	Per Note 7	Annual (1)	1
<i>Selenium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1
<i>Silver</i>	6010	Per Note 7	Per Note 7	Annual (1)	1
<i>Giardia</i>	Per Note 5	Per Note 5	Per Note 5	Semi Annual (1)	2
<i>Cryptosporidium</i>	Per Note 5	Per Note 5	Per Note 5	Semi Annual (1)	2
PRIMARY DRINKING WATER STANDARDS	Per Note 5	Per Note 5	Per Note 5	Annual (1)	1
SECONDARY DRINKING WATER STANDARDS	Per Note 5	Per Note 5	Per Note 5	Annual (1)	1
QUARTERLY GROUNDWATER Water level relative to NGVD, Nitrite plus Nitrate, Total as N, TDS, Chloride as Cl, Fecal Coliform, pH, Total Sulfate	Per Note 4	Per Note 6	Per Note 6	Quarterly (1)	4

**ITEM B: Stormwater Analysis Matrix**  
**for Stormwater Division**  
**(2 Total Pages)**

<b><u>Analysis</u></b>	<b><u>Method</u></b>	<b><u>MDL</u></b>	<b><u>POL</u></b>	<b><u>Estimated Frequency (# Analyses)</u></b>	<b><u>Estimated ANNUAL NUMBER of Analyses</u></b>
<i>Cadmium</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14
<i>Lead</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14
<i>TKN Nitrogen Kjeldahl total</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28
<i>Total Coli Forms</i>	Per Note 6	Per Note 6	Per Note 6	Annual (44)	44
<i>Fecal Coli Form</i>	Per Note 6	Per Note 6	Per Note 6	Annual (12)	12
<i>Particle Size</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14
<i>Aluminum</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14
<i>Zinc</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14
<i>Turbidity</i>	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32
<i>Copper</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14
<i>Biochemical Oxygen Demand</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28
<i>Chemical Oxygen</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28
<i>Total Suspended Solids</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28
<i>Total Dissolved Solids</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28
<i>Dissolved Solids</i>	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32
<i>Total Solids</i>	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32
<i>Total Recoverable Metals</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28
<i>Orthophosphorus</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28
<i>Phosphorus</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28
<i>Nitrate/Nitrite</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28
<i>Total Nitrogen</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28

**ITEM B: Stormwater Analysis Matrix**  
**for Stormwater Division**  
**(2 Total Pages)**

<u><i>Analysis</i></u>	<u><i>Method</i></u>	<u><i>MDL</i></u>	<u><i>PQL</i></u>	<u><i>Estimated Frequency (# Analyses)</i></u>	<u><i>Estimated ANNUAL NUMBER of Analyses</i></u>
<i>Oil &amp; Grease</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28
<i>Total Phenols</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A
<i>Methylene Blue Active Substances</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A
<i>Ammonia</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A
<i>Salinity</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A
<i>Total Hardness</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A
<i>Total Chromium</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A
<i>Iron</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A
<i>Total phosphorus</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A

**ITEM C: Drinking Water Analysis Matrix**  
**for Water Plant Division**  
**(1 Total Page)**

<u>Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u>
<i>Inorganic Compounds 62-550 Table 1, including nitrate &amp; nitrite</i>	Per Note 5	Per Note 5	Per Note 5	Semi Annual (1) once every 3 years	2 (during year of analysis)
NITRATE & NITRITE <i>RULES 62-550.500(5) &amp; 62-550.512</i>				Semi Annual (1)	2
<i>Total Trihalomethanes</i>	Per Note 5	Per Note 5	Per Note 5	Quarterly (20)	80
<i>Haloacetic Acids (HAA5)</i>	Per Note 5	Per Note 5	Per Note 5	Quarterly (5)	20
<i>Volatile Organic Compounds 62-550 Table 4</i>	Per Note 5	Per Note 5	Per Note 5	<del>Quarterly (4);</del> Tri-Annual every 3 years	16 (during year of analysis)
<i>Synthetic Organic Compounds 62-550 Table 5</i>	Per Note 5	Per Note 5	Per Note 5	2 Quarterly samples every 3 years	16 (during year of analysis)
<i>Secondary Drinking Water Standards 62-550 Table 6</i>	Per Note 5	Per Note 5	Per Note 5	Every 3 years	4 (spread over 3 years)
<i>Total Coliform</i>	Per Note 5	Per Note 5	Per Note 5	Monthly (44)	480
<i>Radionuclides</i>	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2023	16 (during year of analysis)
ASBESTOS <i>RULE 62-550.511</i>				Every 9 years Due 2029	7 (during year of analysis)
<i>Copper</i>	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2022	100 (during year of analysis)
<i>Lead</i>	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2022	100 (during year of analysis)

**SECTION D:**  
**EVALUATION AND AWARD PROCEDURES**



## EVALUATION AND SELECTION PROCESS

### EVALUATION CRITERIA

Respondents are to adhere to the requirements shown below. Failure to do so may result in rejection of proposal as non-responsive.

- Be concise and to the point.
- Provide adequate information on each criterion below.
- Provide the criteria information below in the order shown.

The Evaluation/Selection Committee will evaluate and rank responsive proposals based on the following criteria:

**1) Qualifications:**

Provide copies of DOH laboratory certification, with a list of approved analyses, methods and matrices.

Provide evidence that laboratory meets current NELAP requirements.

Describe major components of the QA/QC plan and program.

**2) Experience and References:**

Provide number of years the laboratory has been in business.

Provide a reference list of up to five (5) public sector entities within the state of Florida for which similar services have been provided.

Include the contact person, telephone number, and services and analyses typically performed for each reference.

**3) Range of Services:**

Provide information on whether sample containers can be delivered, and whether daily sample pick-up from the City is available.

Include a list of flow monitoring, rainfall measurement, and sampling methods and equipment available.

The Respondent should indicate analyses that may be subcontracted to another laboratory.

**4) Proximity:**

Provide the location of the laboratory's home office (corporate headquarters).

Provide the location where analyses will be conducted and samples delivered.

*Routine and responsive interaction will be important in servicing the City's needs in performing this continuing contract.*

5) **Pricing:**

Quote in writing the unit price rates, fees, or charges for each type of analysis, based as UNIT PRICE per type ANALYSIS. (Complete with all associated costs) as listed in the Technical Specifications under paragraph 3 Analyses Matrices and Regulations and on the UNIT PRICE TENDER FORM.

Include costs for field work, sampling, provision of sampling containers, sample pickup and/or sample container drop-off, as applicable.

The cost of report preparation and coordination with City staff should be included in costs for analyses.

Provide any other information available to show pricing methods or costs for work.

**SELECTION PROCESS**

Following the opening of the proposal packages, the proposals will be evaluated by a CITY-appointed Evaluation/Selection Committee. The Committee will be comprised of CITY personnel with the appropriate experience, knowledge and/or position. The CITY reserves the right to call upon expert(s) in the field to assist the CITY in the selection process.

The City may select between one (1) and no more than three (3) Contractor(s) [one (1) Contractor each for **ITEM A**, **ITEM B**, and **ITEM C** of the **UNIT PRICE TENDER FORM**].

The evaluation and selection process shall determine qualifications, interest, and availability. Respondents are to include sufficient information to allow the Committee to thoroughly evaluate their proposals.

The City will first review all written responses. This review will result in a ranked list of fully qualified Respondents. The City reserves the right to make final selection at this time.

If deemed necessary, the City can require interviews and/or laboratory inspections to be scheduled with the top three (3) Respondents in order to assist the Committee in making their final selection and rank ordering.

The CITY reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the CITY. Upon completion of the criteria evaluation and rating, the Committee may choose to conduct oral presentation(s) with the Respondent(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal(s) providing the highest quality of service to the CITY.

Upon completion of the oral presentation(s), the Committee will re-evaluate and re-rate the proposal(s) remaining in consideration based upon the written documents combined with the oral presentation(s).

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee is to recommend that contract terms be negotiated starting with the highest ranked responsive and responsible respondent, and continuing through the ranking order until terms are

negotiated with a specific respondent that are agreeable to both the CITY and the respondent, and in the best interest of the CITY.

In its sole discretion, the CITY reserves the right to negotiate with any Respondent and with regards to any and all terms, or to take such other action(s) as it deems to be in the best interest of the CITY.

**SECTION E:**  
**SUBMITTAL REQUIREMENTS**

## SUBMITTAL REQUIREMENTS

Respondents shall provide proposals in the format outlined below:

1. Qualifications.
2. Experience and References.
3. Range of Services.
4. Proximity.
5. Pricing submitted on the Unit Price Tender Form (8 pages).
6. Required Forms:
  - Proposal Award Notice Form.
  - Required Disclosure Form,
  - Drug Free Workplace Compliance Form.
  - Non-Collusion Affidavit.

**SECTION F:**  
**SUBMITTAL FORMS**

**FORM 1 - UNIT PRICE TENDER FORM** (Page 1 of 9)

FIRM: \_\_\_\_\_

PROPOSAL DATE: \_\_\_\_\_

(PLEASE ENSURE LAST PAGE IS SIGNED BY FIRM'S AUTHORIZING AGENT.)

<b>ITEM A: Wastewater Analysis Matrix for Pollution Control Plant Division</b> (Sheet 1 of 3)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Enterococci</i>	EPA Method 1106.1 and 1600 ASTM D6503	1/100ml MPN	1/100ml MPN	(5) samples non-consecutive Days/month	60			Yes / No
CBOD (5 day)	SM 5210.B	0.2 mg/L	1.0 mg/L	Weekly (3)	156			Yes / No
Total Suspended Solids	160.2	4.0 mg/L	4.0 mg/L	5 days/week	469			Yes / No
Fecal Coliform	SM 9222D	1 (no/100 mL)	1 (no/100 mL)	5 days/week	417			Yes / No
Total Recoverable Copper	200.8	1.0 ug/L	5.0 ug/L	Monthly	14			Yes / No
Total Recoverable Mercury	245.2 or 245.1	0.2 ug/L	0.5 ug/L	Quarterly (1)	4			Yes / No
Total Recoverable Nickel	200.8	1.0 ug/L	5.0 ug/L	Quarterly (1)	4			Yes / No
Total Ammonia, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8			Yes / No
Total Organic Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8			Yes / No
Total Kjeldahl Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8			Yes / No
Nitrate plus Nitrite as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8			Yes / No

**FORM 1 - UNIT PRICE TENDER FORM** (Page 2 of 9)

**ITEM A: Wastewater Analysis Matrix for Pollution Control Plant Division** (Sheet 2 of 3)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> <i>(Circle Yes or No)</i>
Total Nitrogen, as N	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8			Yes / No
Total Phosphorus, as P	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8			Yes / No
Orthophosphorus, as P	Per Note 3	Per Note 3	Per Note 3	Quarterly (2)	8			Yes / No
Total Cyanide as CN	EPA 335.4	4 ug/L	10 ug/L	Monthly (2)	24			Yes / No
<i>Treated Sludge – Toxicity Characteristic Leaching Procedure (TCLP)</i>	SW-846	varied	varied	Annual (1)	1			Yes / No
<i>Arsenic</i>	6010	Per Note 7	Per Note 7	Annual (1)	1			Yes / No
<i>Barium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1			Yes / No
<i>Cadmium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1			Yes / No
<i>Chromium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1			Yes / No
<i>Lead</i>	6010	Per Note 7	Per Note 7	Annual (1)	1			Yes / No
<i>Mercury</i>	6010	Per Note 7	Per Note 7	Annual (1)	1			Yes / No
<i>Selenium</i>	6010	Per Note 7	Per Note 7	Annual (1)	1			Yes / No
<i>Silver</i>	6010	Per Note 7	Per Note 7	Annual (1)	1			Yes / No
<i>Giardia</i>	Per Note 5	Per Note 5	Per Note 5	Biannual (1)	2			Yes / No



**FORM 1 - UNIT PRICE TENDER FORM** (Page 3 of 9)

**ITEM A: Wastewater Analysis Matrix for Pollution Control Plant Division** (Sheet 3 of 3)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Cryptosporidium</i>	Per Note 5	Per Note 5	Per Note 5	Biannual (1)	2			Yes / No
PRIMARY DRINKING WATER STANDARDS	Per Note 5	Per Note 5	Per Note 5	Annual (1)	1			Yes / No
SECONDARY DRINKING WATER STANDARDS	Per Note 5	Per Note 5	Per Note 5	Annual (1)	1			Yes / No
QUARTERLY GROUNDWATER Water level relative to NGVD, Nitrite plus Nitrate, Total as N, TDS, Chloride as Cl, Fecal Coliform, pH, Total Sulfate	Per Note 4	Per Note 6	Per Note 6	Quarterly (1)	4			Yes / No
<b>Combined Estimated ANNUAL TOTAL COST:</b> (of all Analyses for Wastewater Analysis Matrix)								<b>Total # "Yes" for Sub-Contractor:</b> _____

**FORM 1 - UNIT PRICE TENDER FORM** (Page 4 of 9)

**ITEM B: Stormwater Analysis Matrix for Stormwater Division** (Sheet 1 of 3)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Cadmium</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14			Yes / No
<i>Lead</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14			Yes / No
<i>TKN Nitrogen Kjeldahl total</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28			Yes / No
<i>Total Coli Forms</i>	Per Note 6	Per Note 6	Per Note 6	Annual (44)	44			Yes / No
<i>Fecal Coli Form</i>	Per Note 6	Per Note 6	Per Note 6	Annual (12)	12			Yes / No
<i>Particle Size</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14			Yes / No
<i>Aluminum</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14			Yes / No
<i>Zinc</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14			Yes / No
<i>Turbidity</i>	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32			Yes / No
<i>Copper</i>	Per Note 6	Per Note 6	Per Note 6	Annual (14)	14			Yes / No
<i>Biochemical Oxygen Demand</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28			Yes / No
<i>Chemical Oxygen</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28			Yes / No
<i>Total Suspended Solids</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28			Yes / No

**FORM 1 - UNIT PRICE TENDER FORM** (Page 5 of 9)

**ITEM B: Stormwater Analysis Matrix for Stormwater Division** (Sheet 2 of 3)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Total Dissolved Solids</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28			Yes / No
<i>Dissolved Solids</i>	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32			Yes / No
<i>Total Solids</i>	Per Note 6	Per Note 6	Per Note 6	Annual (32)	32			Yes / No
<i>Total Recoverable Metals</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28			Yes / No
<i>Orthophosphorus</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28			Yes / No
<i>Phosphorus</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28			Yes / No
<i>Nitrate/Nitrite</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28			Yes / No
<i>Total Nitrogen</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28			Yes / No
<i>Oil &amp; Grease</i>	Per Note 6	Per Note 6	Per Note 6	Semi Annual (14)	28			Yes / No
<i>Total Phenols</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A			Yes / No
<i>Methylene Blue Active Substances</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A			Yes / No
<i>Ammonia</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A			Yes / No
<i>Salinity</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A			Yes / No

**FORM 1 - UNIT PRICE TENDER FORM** (Page 6 of 9)

<b>ITEM B: Stormwater Analysis Matrix for Stormwater Division</b> (Sheet 3 of 3)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses (A)</u>	<u>UNIT PRICE TENDERED (per Analysis) (B)</u>	<u>Estimated ANNUAL TOTAL COST (TC) = (A)X(B)</u>	<u>Analysis Performed by Sub-Contractor? (Circle Yes or No)</u>
<i>Total Hardness</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A			Yes / No
<i>Total Chromium</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A			Yes / No
<i>Iron</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A			Yes / No
<i>Total phosphorus</i>	Per Note 6	Per Note 6	Per Note 6	Unassigned	N/A			Yes / No
<b><i>Combined Estimated ANNUAL TOTAL COST:</i></b> (of all Analyses for Stormwater Analysis Matrix)								<b>Total # "Yes" for Sub-Contractor:</b> _____

**FORM 1 - UNIT PRICE TENDER FORM** (Page 7 of 9)

**ITEM C: Drinking Water Analysis Matrix for Water Plant Division** (Sheet 1 of 2)

<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Inorganic Compounds 62-550 Table I, including nitrate &amp; nitrite</i>	Per Note 5	Per Note 5	Per Note 5	Semi Annual (1) once every 3 years	2 (during year of analysis)			Yes / No
NITRATE & NITRITE <i>RULES 62-550.500(5) &amp; 62-550.512</i>				Annual (1)	2			Yes / No
<i>Total Trihalomethanes</i>	Per Note 5	Per Note 5	Per Note 5	Quarterly (20)	80			Yes / No
<i>Haloacetic Acids (HAA5)</i>	Per Note 5	Per Note 5	Per Note 5	Quarterly (5)	20			Yes / No
<i>Volatile Organic Compounds 62-550 Table 4</i>	Per Note 5	Per Note 5	Per Note 5	Tri-Annual, every 3 years	2			Yes / No
<i>Synthetic Organic Compounds 62-550 Table 5</i>	Per Note 5	Per Note 5	Per Note 5	2 Quarterly samples every 3 years	2 (during year of analysis)			Yes / No
<i>Secondary Drinking Water Standards 62-550 Table 6</i>	Per Note 5	Per Note 5	Per Note 5	Every 3 years	4 (spread over 3 years)			Yes / No
<i>Total Coliform</i>	Per Note 5	Per Note 5	Per Note 5	Monthly (44)	480			Yes / No

**FORM 1 - UNIT PRICE TENDER FORM** (Page 8 of 9)

<b>ITEM C: Drinking Water Analysis Matrix for Water Plant Division</b> (Sheet 2 of 2)								
<u>Type of Analysis</u>	<u>Method</u>	<u>MDL</u>	<u>PQL</u>	<u>Estimated Frequency (# Analyses)</u>	<u>Estimated ANNUAL NUMBER of Analyses</u> (A)	<u>UNIT PRICE TENDERED (per Analysis)</u> (B)	<u>Estimated ANNUAL TOTAL COST</u> (TC) = (A)X(B)	<u>Analysis Performed by Sub-Contractor?</u> (Circle Yes or No)
<i>Radionuclides</i>	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2023	16 (during year of analysis)			Yes / No
ASBESTOS <i>RULE 62-550.511</i>				Every 9 years Due 2029	7 (during year of analysis)			Yes / No
<i>Copper</i>	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2022	100 (during year of analysis)			Yes / No
<i>Lead</i>	Per Note 5	Per Note 5	Per Note 5	Every 3 years Due 2022	100 (during year of analysis)			Yes / No
<b><i>Combined Estimated ANNUAL TOTAL COST:</i></b> (of all Analyses for Drinking Water Analysis Matrix)								<b>Total # "Yes" for Sub-Contractor:</b> _____

**ABOVE UNIT PRICES TENDERED (Pages 1 through 8) AUTHORIZED BY:**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**POSITION IN FIRM:** \_\_\_\_\_

**FIRM's NAME:** \_\_\_\_\_

**FORM 1 - UNIT PRICE TENDER FORM** (Page 9 of 9)

The respondent understands that the CITY reserves the right to: 1) reject all proposals and waive informalities, in whole or in part, in the proposals, and 2) to accept the proposal that in its judgment will best serve the interest of the CITY.

**ADDENDA RECEIPT VERIFICATION**

Respondent shall acknowledge receipt of all addenda, if any, to the Request for Proposals, by filling in Addenda Numbers and dates below.

Addendum #: _____ Dated: _____		Addendum #: _____ Dated: _____
Addendum #: _____ Dated: _____		Addendum #: _____ Dated: _____

**PROPOSAL DOCUMENT TURN-IN CHECKLIST**

The following documents are to be completed, signed and submitted as part of the Proposal Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	FORM	SECTION TITLE
[_____]	1	UNIT PRICE TENDER FORM (completed Pages 35 thru 43)
[_____]	2	RFP AWARD NOTICE FORM – Cover Sheet (completed Page 44)
[_____]	3	REQUIRED DISCLOSURE FORM (completed Page 45)
[_____]	4	DRUG-FREE WORKPLACE COMPLIANCE FORM (completed Page 46)
[_____]	5	NON-COLLUSION AFFIDAVIT (completed Page 47)
[_____]	6	NON-BANKRUPTCY AFFIDAVIT (completed page 48)
[_____]		QUALIFICATIONS
[_____]		EXPERIENCE AND REFERENCES
[_____]		RANGE OF SERVICES
[_____]		PROXIMITY
[_____]		PRICING
[_____]		W-9 (Attach completed and signed form, which can be obtained from www.irs.gov)

**NOTE: Please INITIAL Check-Off of each document / activity / requirement that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.**

By: \_\_\_\_\_  
Signature of Authorized Submitter

\_\_\_\_\_  
Title (typed or neatly printed)

**FORM 2**

**RFP AWARD NOTICE**

***City of Jacksonville Beach***

1460A Shetter Avenue, Jacksonville Beach, FL 32250, (904) 247-6229

**NOTICE:** Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

- 1. Company Name: \_\_\_\_\_
- 2. Address: \_\_\_\_\_
- 3. City, State & Zip: \_\_\_\_\_
- 4. Attention: \_\_\_\_\_
- 5. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 6. E-mail address: \_\_\_\_\_

PLEASE PRINT CLEARLY

\*\*\*\*\*  
 ITEMS BELOW TO BE COMPLETED BY THE CITY OF JACKSONVILLE BEACH  
 \*\*\*\*\*

Proposals were received and evaluated, and the following recommendation will be presented to the City Manager for award of **RFP No. 05-2122** per the attached Proposal Tabulation form(s).

A written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) days after receipt by the respondent of the Notice of Intent to Submit RFP for Approval and Award by City Council from the Property and Procurement Officer in accordance with the procedures set forth in Section XII K., City of Jacksonville Beach Purchasing Manual.

If awarded RFP, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

Thank you for your proposal.  
Sincerely,

CITY OF JACKSONVILLE BEACH  
/s/Luis F. Flores  
Property and Procurement Division



**FORM 3**  
**REQUIRED DISCLOSURE**

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

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Signed: \_\_\_\_\_

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

Contractor: \_\_\_\_\_

**FORM 4**

**DRUG-FREE WORKPLACE COMPLIANCE**

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. 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 a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

---

Vendor's Signature

**FORM 5**

**NON-COLLUSION AFFIDAVIT**

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

1. He (it) is the \_\_\_\_\_, of \_\_\_\_\_ the respondent that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted; or to refrain from responding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion or communication, or conference with any respondent firm, or person to fix the price or prices in the attached proposal or of any other respondent or to fix any overhead, profit, or cost elements of the proposal price or the proposal price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against other Respondents, or any person interested in the proposed Contract;
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 respondent or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

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

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
in the State of \_\_\_\_\_, County of \_\_\_\_\_.

\_\_\_\_\_ Notary Public

My Commission Expires: \_\_\_\_\_

**FORM 6**

**NON-BANKRUPTCY AFFIDAVIT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ is an officer and member of the firm of \_\_\_\_\_, being first duly sworn, deposes and states that;

1. The subsequent certification statement is a true and accurate statement as of the date shown below.
2. The affiant understands that the intentional inclusion of false, deceptive or fraudulent statements on this Non-Bankruptcy Affidavit constitutes fraud; and, that the City of Jacksonville Beach, Florida, considers such action on the part of the affiant to constitute good cause for denial, suspension, revocation, disqualification, or rejection of affiant's participation in **RFP #: 05-2122**.
3. Certification Statement: This is to certify that the aforementioned firm has not filed for bankruptcy in the past seven (7) years and that no owner/officer or principal of the aforementioned firm has filed for bankruptcy personally in the past seven (7) years or has been an owner/officer or principal of a firm which has filed for bankruptcy in the past seven (7) years.

\_\_\_\_\_  
Affiant Signature

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_.  
(Name of affiant)

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Notary's Printed Name

\_\_\_\_\_  
Expiration of Notary's Commission

Affix Seal Here:

W-9 Form (Attach completed and signed form, which can be obtained from [www.irs.gov](http://www.irs.gov))