



City of Belle Isle
Storm Drainage System Cleaning Services
RFP No. 2021-04

The City of Belle Isle, Florida is inviting the submission of proposals from qualified vendors for storm drainage system cleaning services within the City of Belle Isle as describe in the “Scope of Services.”

Complete proposals must be submitted to the City of Belle Isle at 1600 Nela Avenue, Belle Isle, FL 32809, no later than 3:00 P.M. Thursday, June 24, 2021 in a sealed envelope clearly marked “Storm Drainage System Cleaning Services”. Any proposals received after the time specified will not be accepted.

For a complete copy of the RFP, please visit www.belleislefl.gov.

The City of Belle Isle reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any proposal. The City may reject any or all proposals and re-advertise. There exists the possibility that the City may consider in its best interest to award the contract to more than one firm, each to be available for specific assignments as the need arises.

Release Date: May 26, 2021

Due Date: Thursday, June 24, 2021 3:00 P.M. (EST)

Contact for RFP: City Clerk (yquiceno@belleislefl.gov)

SECTION 1 – INSTRUCTIONS TO PROPOSERS

1.1 BACKGROUND

The City of Belle Isle is a chartered city of approximately 5 square miles with a population of 8,000 and is located in southern Orange County just northwest of Orlando International Airport. Additional information about the City is available online at www.belleislefl.gov.

1.2 INFORMATION AND CLARIFICATION

The City of Belle Isle, Florida is inviting the submission of proposals from qualified vendors for storm drainage system cleaning services within the City of Belle Isle as describe in the “Scope of Services.”

1.3 ELIGIBILITY

To be eligible to respond to this RFP, the Proposer must meet the following criteria:

- At a minimum, the Proposer shall be licensed to do business in the State of Florida.
- Shall have and maintain the required insurances set forth by the City.
- References from a minimum of 3 past clients are required.
- Previous experience with other governmental entities is preferred.
- Past performance with the City of Belle Isle will be highly considered.

1.4 LOBBYING

You are hereby advised that this Request for Proposal is subject to the “Lobbying,” in accordance with Section 3.2 of the City’s Purchasing Policy. From the time of publication of the formal solicitation until either an award is final or the protest is completely resolved by the City, there is a prohibition on communication with any and all evaluation committee members, city employees, or elected officials. The prohibition does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Council during any duly noticed public meeting, contract negotiations with the staff following the award of an RFP or bid by the City Council. A copy of all written communications must be filed with the City Manager. Violation of these provisions by any particular bidder or proposer shall render any RFP award, RFQ award, RFLI award, or bid award to said bidder or proposer void, and said bidder or proposer shall not be considered for any RFP, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year.

All questions regarding this RFP must be submitted in writing no less than five (5) business days before the proposal due date. All questions and comments should be directed to the City Manager at bfrancis@belleislefl.gov. Answers to all submitted questions will be posted on the City's web site, www.belleislefl.gov.

1.5 CERTIFICATION

By offering a submission to this Request for Proposal the proposer certifies the proposer has not divulged to, discussed or compared his proposal with other proposals and has not colluded with any other proposer or parties to this proposal whatever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his own organization, in connection with this proposal:

- A. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;
- B. Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening, directly or indirectly to any other proposer or to any competitor;
- C. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- D. The only person or persons interested in this bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

1.6 PUBLIC RECORDS

1.6.1 Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the City.

1.6.2 Upon request from the City's custodian of public records, Contractor shall provide the City 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

1.6.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

1.6.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

1.6.5 Any compensation due to Contractor shall be withheld until all records are received as provided herein.

1.6.6 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

Section 119.0701(2)(a), Florida Statutes

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:

Yolanda Quiceno, City Clerk
1600 Nela Avenue, Belle Isle, Florida 32809
(407) 851-7730
yquiceno@belleislefl.gov

1.7 RETENTION OF PROPOSALS

The City reserves the right to retain all Proposals submitted and to use any ideas contained in a Proposal, regardless of whether that firm is selected.

1.8 IRREVOCABLE OFFER

Any proposal may be withdrawn up until 3:00 P.M., Thursday, June 24, 2021. Any proposals not so withdrawn before the opening date shall constitute an irrevocable offer for a period of ninety (90) days to provide the services set forth in the proposal.

1.9 MAILING INSTRUCTIONS AND SUBMITTAL DEADLINE

Sealed proposals must be received no later than 3:00 P.M., Thursday, June 24, 2021 at the address below. Each sealed proposal should be clearly marked and identified as follows:

City of Belle Isle
Office of the City Manager
1600 Nela Avenue
Belle Isle, Florida 32809
"Storm Drainage System Cleaning Services"

Each proposer shall submit one (1) original, one (1) copy and one (1) digital (CD or USB Flash Drive *in pdf format*) proposal.

The responsibility for submitting this proposal and its receipt on or before the stated time and date will be solely and strictly the responsibility of the proposer. The City is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered nonresponsive.

1.10 CITY OPTIONS

The City reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of City of Belle Isle Storm Drainage System Clearing Services. The City Manager will report to the City Council whether or not a contract award(s) is/are recommended.

The City also reserves and holds at its sole discretion the following rights and options:

- To issue addenda/clarification to this RFP.
- To reject or accept any and all proposals.

- To issue subsequent RFP.
- To enter into contract negotiations.
- To wave technicalities.

1.11 AWARD OF CONTRACT

There is no obligation on the part of the City to award the contract to the lowest proposer (least cost to the City). The City further reserves the right to award the contract to the most responsible proposer submitting a proposal which is most advantageous and in the best interest of the City. The City shall be the sole judge of the proposal that is/are in its best interest, and its decision is final. The City may choose, at its discretion, to award a contract for any portion of the work, as is in the best interest of the City, and may select to split the work and/or award multiple contracts in order to complete services, as necessary.

1.12 WRITTEN NOTICE TO PROPOSERS

All proposers will be e-mailed, at the time of tentative successful proposal selection, a notification of said selection.

1.13 NON-ASSIGNMENT

The contractor shall not assign, transfer, convey, or otherwise hypothecate any interest, rights, duties, or obligations it will have under the contract to be awarded, without the prior written consent of the City. The City may, at its option, terminate the Agreement immediately upon notice of such action by the contractor.

1.14 INDEMNIFICATION AND HOLD HARMLESS

The contractor shall indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees and costs, arising out of or resulting from the proposer's performance of the contract. The contractor shall also indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses, and expenses, including attorneys' fees and costs, arising from action of contractor's employees on City property or in the course of carrying out any business related to the contract. If the law requires a limit upon the maximum indemnity that may be owed pursuant to this contract in order for this contract or this indemnification provision to be enforceable or valid, then such limit will be \$3 million, which the parties agree bears a commercially reasonable relationship to the value of this project. Otherwise, there will be no limit placed upon the amount of indemnity that may be owed hereunder.

1.15 DEFAULT

Failure of the proposer to comply with any covenant of the contract to be awarded shall constitute a default, and the City may at its option terminate the contract thirty days after receipt by the proposer of written notice, unless said default is cured within such period.

1.16 PRE-SUBMITTAL MEETING

No Pre-Submittal Meeting will be held on this project.

1.17 SCHEDULE

The anticipated schedule for this project is as follows:

RFP Release:	May 27, 2021
Pre-Submittal Meeting:	None
Proposals Due:	June 24, 2021
City Council Award:	June 15, 2021 (tentative)
Contract Begins:	July 1, 2021

The selected provider shall have ten (10) days from Notice of Award to provide insurance documentation as stated in Section 2.6 below, naming the City as an Additionally Insured. Failure to provide the requested documentation within this period may be cause for the City to revoke the award.

1.18 ADDENDA

City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the City's website at www.belleislefl.gov. Each Respondent is solely responsible for checking the City's website for addenda, and for reviewing any and all addenda before submitting its Proposal.

1.19 SOVEREIGN IMMUNITY

The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of any thing set forth in this solicitation or any resulting contract to the contrary, nothing in this solicitation or any resulting contract may be deemed as a waiver of the City's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida legislature, and the cap on the amount and liability of the City

for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this solicitation or any resulting contract may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred by the doctrine of sovereign immunity or by operation of law.

SECTION 2 –SPECIFICATIONS

Background

Storm drain system cleaning and maintenance are critical components to keeping the Belle Isle drainage systems functioning at a high level and to keep Lake Conway clear. Best Management Practices should be incorporated into Standard Operating Procedures to ensure performance objectives are met and to ensure the safety of the work crew and the general public.

2.1 SCOPE OF WORK

Description of Work: The work covered by this specification consists of the routine mechanical cleaning of storm sewer drainage systems with truck mounted sewer vacuum units. Hand labor may be required in areas inaccessible to mechanical equipment to perform the specified work. The storm sewer drainage system is composed of drop inlets, manholes, junction boxes, shoulder gutter inlets, 100+ catch basins, side and lateral drain pipes, piped outfall structures and other miscellaneous storm drainage structures. Cleaning of storm drainage facilities will occur as directed by the City Manager. Bidder is asked to submit a bid for storm drainage system cleaning services on a per unit basis.

2.1.1 Drainage System Cleaning: The City Manager reserves the right to assign the work on an as needed basis. Routine cleaning work shall consist of work scheduled monthly by the City Manager or their designee to maintain the existing level of performance of the storm sewer drainage system and to extend the service life of the system. Non- routine cleaning work shall consist of work that must begin immediately to restore access to roadways and walkways for vehicular and pedestrian traffic.

2.1.2 The Contractor shall not begin work until authorized by the City Manager or designee in writing in the form of a Work Order. Any one Work Order may be for one or more locations. The Contractor shall commence each authorized project within five working days of receipt of this notification. The mechanical storm drainage cleaning operation shall be done in such a manner so not to damage the storm drainage structures, inlet grates, manhole covers, pipes or pipe pints. The Contractor shall remove the drainage

structure grate or cover (if necessary) and remove by mechanical means all materials that obstruct either the structure opening, interior structure pipe openings or pipes such as grass, roots or debris.

- 2.1.3 Drainage Structure location log: The contractor shall prepare a report that contains a listing of all the drainage structures and associated pipes cleaned, the types of debris removed and the location of the drainage structures to the nearest street intersection or GIS coordinates. The report shall be submitted to the City Manager or designee with the completed and accepted Work Order.
- 2.1.4 Quality Assurance: The City Manager or designee shall consider the structure and pipe cleaning work completed and accepted when the structure is 100% free of all materials and when the full cross-section of all structure pipes are 100% free of all materials. Structures or pipes determined unsatisfactory by the City Manager or designee shall be re-cleaned to the satisfaction of the City Manager within the time specified, at no additional cost to the City. The only substance that may be removed and placed back into the drainage structure is the standing water removed during the dewatering and cleaning process.
- 2.1.5 Work Hours: The normal cleaning operation of the storm sewer drainage system shall be performed Monday through Friday, between the hours of 7:30 a.m. and 4:30 p.m. Weekend work may be permitted by the City with prior authorization. The City reserves the right to change the Contractor's work hours at its discretion if it determines that established work hours are causing traffic congestion.
- 2.1.6 Equipment: The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. Utilize a hydro flush/vacuum truck that is equipped with proper cleaning nozzles capable of cleaning pipes between 12-inch and 48-inches in diameter up to 500 feet in length and with attachments to perform root cutting. The call out crew shall be the minimum required to complete the given project and shall be stipulated in the bid with an additional cost for additional crew. All vehicles must have the Contractor's company name clearly legible on the vehicle at all times. Contractor should have sufficient vehicles/equipment to perform work, as scheduled,

including back-up vehicles/equipment if there is a mechanical failure in the field, so as not to disrupt the work schedule.

- 2.1.7 Safety and Protection: All the storm sewer drainage system cleaning work shall be accomplished with the truck vacuum unit facing in the same direction as the traffic. All lane closures shall have the prior approval of the City. While performing work, the Contractor will be required to provide the necessary barricades and other traffic safety devices to warn motorists of work being performed. All work in the public right-of-way shall be conducted in a safe and respectful manner. The contractor shall be responsible for developing and implementing traffic control procedures in accordance with Florida Manual on Uniform Traffic Control Devices (latest addition). The City may request written copies of Traffic Control Plans for collector or arterial streets, if necessary. The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.
- 2.1.8 Damage to Public and/or Private Property: The Contractor shall take extreme care to safeguard all existing facilities, site amenities/ concrete and/or asphalt surfaces, and vehicles on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be replaced and/or repaired at no additional cost to the City or to the owner of the property.
- 2.1.9 Cleanup and Protection: During work, Contractor must keep pavements clean and work area in an orderly condition. The Contractor shall properly dispose of any waste resulting from the work being performed in an approved facility at an approved site. Laborers will be required to wear orange vests when working in the right-of-way areas so that they may be visible by motorists.
- 2.1.10 Removal and Disposal of Debris: The Contractor shall clean and remove materials such as but not limited to: sand, soil, leaves, paper, glass, cans, tire pieces, wood pieces, rocks, gravel, tree branches, and other such materials on top of the grates, in the catch basins and pipes and in and around the outfalls. The materials removed by the vacuum system shall be disposed of by the Contractor in accordance with all County, State and Federal Rules and Regulations.

2.1.11 Emergency Response: The Contractor must be able to respond to flooding needs and be able to clean catch basins or storm drains with appropriate tools and equipment within three (3) hours of notification.

2.1.12 Basis of Payment: Payment shall be full compensation for furnishing all equipment, materials, labor, supervision maintenance of traffic and incidentals necessary to complete all drainage systems cleaning as specified The Contractor shall be compensated based on the work completed and accepted.

2.2 FEES FOR SERVICE

Interested firms must submit a proposed rate to furnish all services included on the Bid Form attached to this RFP as Attachment #4.

2.3 TERM

The term of the agreement shall commence upon final execution of the agreement by the City and continue for a period of three (3) years with one two-year option if agreed by both parties, at least ninety (90) days prior to the expiration of the three-year contract.

2.4 TERMS OF PAYMENT

The contractor will issue an invoice once a month of the work, which has been completed, in the City Manager's sole discretion. If he/she determines that the work specified in the invoice has been performed according to the job specifications, the City shall pay such invoice within 30 days.

2.5 INSURANCE REQUIREMENTS

During the term of the agreement, the selected firm will be required to acquire and maintain the following types and amounts of insurance coverage:

- A. Commercial General Liability Insurance. Commercial general liability ("CGL") coverage with limits of liability of not less than \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. The liability insurance shall include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each. The CGL policy must contain a waiver of subrogation

in favor of the City, be issued on an occurrence basis, and be endorsed to include the City as an additional insured.

- B. Workers Compensation and Employer's Liability Insurance. Workers' compensation and employer's liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(is) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident.

- C. Motor Vehicle Liability Insurance. Motor vehicle liability insurance with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Such insurance must include "Any Auto," Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, maintenance, or use of a motor vehicle. The City must be endorsed as an additional insured on this policy.

- D. Professional Liability Insurance. Professional liability insurance in an amount of not less than \$1,000,000.00 per Occurrence, single limit.

- E. Other Coverages. Such additional insurance coverages as may be reasonably required by the City.

- F. Claims Made Policies. For policies written on a Claims Made Form, the policy must maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event that the policy is canceled, not renewed, switched to occurrence form, or any other event that requires the purchase of a SERP to cover a gap in insurance for claims that may arise under or related to the Agreement. The Contractor's purchase of a SERP does not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier to immediately inform the Contractor and the City Manager of any contractual obligations that may alter its professional liability coverage under the Agreement.

(The remainder of this page intentionally left blank)

SECTION 3 - REQUIREMENTS OF THE RESPONSE

3.1 GENERAL REQUIREMENTS

The purpose of the response is to demonstrate the qualifications, competence and capacity of the firm seeking to provide the described services for the City of Belle Isle in conformity with the requirements of this Request for Proposals. As such, the substance of the Request for Proposal and qualifications will carry more weight than their form or manner of presentation. The technical response should demonstrate the qualifications of the individual or firm and of the particular staff to be assigned to this engagement.

The Proposal should respond to all the points outlined in the Request for Proposal. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the individual's or firm's capabilities to satisfy the requirements of the Request for Proposal. The proposal shall be as thorough and detailed as possible so that the City may properly evaluate capabilities of the provider to provide the required services.

3.2 SUBMISSION REQUIREMENTS

The following information must be included as part of the proposal:

- A. Company name, contact person, address, telephone and email address.
- B. Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.
- C. Qualifications of firm, including but not limited to: firm's history and number of years in business, and all eligibility requirements specified in Section 1.3 of this RFP.
- D. Provide all necessary related licenses, permits and certifications.
- E. Proof of insurance as detailed in Section 2.6, INSURANCE REQUIREMENTS
- F. Completed Public Entity Crimes and Conflicts of Interest form attached to this RFP as Attachment #1.
- G. Completed Drug Free Workplace form attached to this RFP as Attachment #2.
- H. References - All qualified firms must submit at least three (3) completed Vendor References on the Form attached to this RFP as Attachment #3. References from other municipalities or public agencies are preferred.

- I. Information on any pending litigation against the firm or any of its principals as it relates to the services provided by the firm. Provide a general description of the company's financial condition and identify any conditions (i.e., bankruptcy, planned office closures, etc.) that may impede the ability to complete the project.
- J. Any other information you feel is appropriate to assist in the selection process.

ATTACHMENTS

Attachment #1: Public Entity Crimes and Conflicts of Interest Form

Attachment #2: Drug Free Workplace Form

Attachment #3: Vendor Reference Form

Attachment #4: Bid Form

Attachment #1
Public Entity Crimes and Conflicts of
Interest Form

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST FORM

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Belle Isle or its agencies.

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

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

1. This sworn statement is submitted to _____

[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or

political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - (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 person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {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 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 2021.

Personally known _____

OR Produced identification _____ Notary Public – State of _____

_____ My commission expires _____
(Type of identification)

(Printed, typed or stamped commissioned name of notary public)

Attachment #2
Drug Free Workplace
Form

DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid 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 Bids 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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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.

BIDDER'S Signature: _____

Print Name: _____

Date: _____

Attachment #3
Vendor Reference Form

VENDOR REFERENCE FORM

Vendor	
Reference Agency Name	
Contact Person & Number	

Vendor	
Reference Agency Name	
Contact Person & Number	

Vendor	
Reference Agency Name	
Contact Person & Number	

Attachment #4
Bid
Form

Bid Form
Project No. 2021-04

Description	Amount	Unit
Cleaning of Catch Basin (approximately 100+)		each
Cleaning of French Drains		each
Cleaning of Pipes		per linear foot
Cleaning of Outfalls (approximately 40)		each
Root Cutting		hourly
Other:		