

Town of Lauderdale-By-The-Sea



REQUEST FOR PROPOSAL No. 10-09-01 For

WASTEWATER RATE STUDY

RFP OPENING: October 8, 2010, 3:00 P.M.

Town Hall

4501 Ocean Drive

Lauderdale-By-The-Sea, FL 33308

TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA
REQUEST FOR PROPOSALS
#10-09-01

The Town of Lauderdale-By-The-Sea, Florida invites qualified firms to submit proposals to provide:

A Wastewater Rate Study

The Town intends to award a single contract to a firm to provide services necessary to complete the project (the "Project") described herein.

The Town of Lauderdale-By-The-Sea, Florida (the "Town") will receive sealed proposals until 10 a.m. (local), October 11, 2010, in Town Hall, 4501 Ocean Drive, Lauderdale-By-The-Sea, FL 33308. Submittal packages should be marked on the exterior RFP #10-09-01.

The Town's contact information for this RFP is:

Town Clerk
4501 Ocean Drive
Lauderdale-by-the-Sea, Florida 33308
Telephone: 954-776-0576.
Fax: 954-776-
Email: JuneW@lauderdalebythesea-fl.gov

RFP documents may be obtained via the Internet at the The Town of Lauderdale-By-The-Sea website at www.lauderdalebythesea-fl.gov and this RFP is posted on DemandStar. If you do not have internet access, you may obtain the documents by contacting the Town Clerk-at 4501 Ocean Dr. Lauderdale-by-the-Sea, Florida, or by telephone at 954-776-0576.

As outlined in Part 1, Section H, the RFP deadline is October 8, 2010 at 3:00 p.m. The Town reserves the right to waive any informalities or minor irregularities; reject any and all proposals which are incomplete, conditional, unclear, contain unsigned forms, or which contain terms not allowed for; accept or reject any proposal in whole or in part with or without cause; and accept the proposal which best serves the Town. All information required by this RFP must be supplied to constitute a proposal.

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- A. Master Sewer Agreement with City of Pompano Beach

RFP No. _____

Project: _____

PART I - STATEMENT OF WORK

A. OBJECTIVE

The Town of Lauderdale-By-The-Sea (TOWN) is soliciting proposals from qualified and experienced firms/ individuals to undertake a modified wastewater utility rate study.

B. GENERAL INFORMATION

Incorporated in 1947, the Town of Lauderdale-By-The-Sea is located on the coast of the Atlantic ocean, directly north of Fort Lauderdale in Broward County in Southeast Florida. The entire Town is 8.5 square miles in size and has a permanent population of approximately 5,800 persons, which swells to approximately 10,000 residents in the season. The Town also has an active hospitality industry which draws tourists to the Town

The Town annexed two adjacent coastal neighborhoods directly north of Town boundaries in 1997 and 2001. As a result, the Town has multiple providers of water and sewer services depending on location. The Town owned the water transmission and distribution facilities south of Pine Avenue and bought water from the City of Fort Lauderdale, until the Town sold the water system infrastructure to Fort Lauderdale in 2008.

Water service from north of 5450 North Ocean Boulevard is provided by the City of Pompano Beach.

The sewer infrastructure south of Pine Avenue belongs to Lauderdale-By-The-Sea but the flow from that system is pumped to the City of Pompano Beach for treatment under the Master Sanitary Sewer Agreement.

Pompano Beach owns the water and sewer systems in the north end of LBTS and, and bills LBTS residents who live in the North Beach area directly, charging them a 25% non-resident surcharge, as well all other applicable charges.

The City of Pompano Beach has recently raised individual customer sewer charges significantly and will be adjusting the rates charged LBTS under the Master Sewer Agreement effective January 2011.

The Town contracted with the City of Fort Lauderdale in 2002 to provide billing and collection services to other Town residents and businesses for both water and sewer services was contracted out to Fort Lauderdale in 2002. Fort Lauderdale bills residents their water rates and the Town's sewer rates.

The Town's sewer rates were last updated in 2004. The Town's sewer rate structure for multi-family residences is considerably different than the rate structure used by Pompano Beach for multi-family structures and quite different from the rate structure utilized to calculate Pompano's charges to the Town under the Master Sewer agreement with Pompano.

The most immediate concern of the Town is to create a new rate structure to be implemented by January 2011 to alleviate current deficiencies in the sewer fund and to begin the move to a system in which residents of both the north and south sections of LBTS pay similar sewer rates.

An anomaly is the four Sea Ranch Condominiums (SRCC), annexed in 1997, who receive water from Fort Lauderdale and sewer service from Pompano Beach. Prior to annexation, SRCC received sewer services from the City of Pompano Beach. In March 2001, the responsibility for paying the SRCC sewer bills from the City of Pompano Beach was transferred from the four individual condominium buildings to the Town of Lauderdale By The Sea, in accordance with a decision made by the LBTS Town Commission to eventually bring those condos under the Master Sewer Agreement. SRCC is then billed the LBTS sewer rate, which is a significantly lower rate than the Pompano rate, creating a deficit situation in the LBTS sewer fund and a substantial subsidy of the residents who live in the SRCC buildings (\$175,000 annually). Unfortunately, the Town never took action to incorporate the SRCC buildings into the Master Sewer Agreement and the subsidy has continued for ten years.

A final issue is that the Town's sewer system was installed in the 1960s and no plan or funding exists for the relining or replacement of the sewer system. Much of the system has been televised in recent years and the Town intends to hire a consulting engineer in the upcoming fiscal year to advise on the remaining useful life of the system, develop a plan, timetable and cost estimates for repairing and upgrading the Town's sewer system infrastructure.

Since the Town has not raised sewer rates in so long, we have had to start using the undesignated fund balance in the Sewer fund to cover the deficit between revenues and expenditures. That situation will worsen in the upcoming fiscal year as the City of Pompano Beach is expected to raise the fees paid by the Town under the Master Sewer Agreement and has already raised the rates for the SRCC condos by 8%, effective August 1, 2010 and an additional 12% effective January 1, 2011. The Town had estimated that an increase of between 30-40% would be necessary in the Town's sewer rates to assure that sewer fund expenditures did not exceed revenues annually.

That estimate was devised before Pompano Beach raised their rates so significantly. It is not politically feasible to impose such a huge rate hike, so the Town wishes to implement a series of rate hikes over the next several years.

C. SCOPE OF WORK

The following is a description of the scope of services required by the Town:

1. Provide recommendations to redesign the Town's wastewater rates and charges based on cost of services principles. Key factors in this task include:
 - a) devise a rate structure that moves the Town towards its goal of achieving parity between rates charged by Pompano Beach to the residents who live in the north part of LBTS and rates charged to residents by the Town in the areas where the Town owns the sewer system;
 - b) make a recommendation on how to raise the rates over a two to three year period so that the residents can absorb the rate increase without undue hardship.
2. In designing the rate increase recommendations, project the annual operating costs of the system, as well as the impact of water conservation trends on future revenues for the next three years.
3. Calculate the increase in monthly costs for a sample of users, i.e.
 - a. for a single family home that uses 1-5,000 gallons of water per month,
 - b. for a single family home that uses 5,001 – 10,000 gallons per month,
 - c. for several different categories of multi-family buildings and specifically the for the four Sea Ranch Condominium buildings, and
 - d. for a sample of commercial buildings.
4. Develop a strategy for negotiating with Pompano Beach to bring the Sea Ranch Condos under the Town's Master Sewer agreement.
5. Meet with Town staff to explain and review a draft of the recommendations.
6. Present the rate recommendations at a public meeting of the Town Commission and a subsequent public hearing on the rate increases.

7. Evaluate the upcoming (expected in December) rate adjustments from Pompano Beach on the master sewer agreement for compliance with the terms of that agreement.

Tasks # 1, 2, 3 and 5 of the scope of services MUST BE COMPLETE NO LATER THAN November 15, 2010.

Task 7 must be completed within fourteen days of transmittal of Pompano Beach's proposed rates for calendar year 2011 to the CONSULTANT.

Task 4 should be completed by December 15, 2010.

(It should be noted that it will not be possible for the rate consultant to project annual revenue requirements to pay for future capital investment and rebuilding of the sewer infrastructure, as the need, cost, and timing of that capital investment have not yet been determined. Once the Town has determined that rate schedule and cost, it is anticipated that the rate adjustment schedule may have to be modified.)

D Insurances and Licenses

None required

RFP - GENERAL INFORMATION

PART II

A. DEFINITIONS

For the purposes of this Request for Proposals (RFP):

Proposer shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP.

Town shall mean the Town of Lauderdale-By-The-Sea, Town Commission or Town Manager, as applicable, and any officials, employees, agents and elected officials.

B. INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part II hereof.

C. CONTRACT AWARDS

The Town Commission anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most advantageous. The Town anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Town accepts a Proposal, the Town will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until proposals are reviewed by the Town and a written agreement or contract is approved and executed by both the Town and the successful Proposer and approved by the Town Attorney.

D. PROPOSAL COSTS

Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

E. INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail, electronic mail or fax written inquiries for interpretation of this RFP to the attention of the Town Clerk. Please mark the correspondence "RFP No. 10-09-01 QUESTION".

The Town recognizes that the response time for the RFP is short and will respond to written inquiries—if received at least 3 working days prior to the date scheduled for receiving the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Town will attempt to email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Town Clerk. Although the Town will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. TIMETABLES

The Proposer shall adhere to the schedule set forth in Part II concerning this RFP.

G. DELAYS

The Town may postpone scheduled due dates in its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

H. PROPOSAL SUBMISSION

To facilitate processing, the Proposer shall mark the outside of the submission package envelope as follows: "RFP# 10-09-01 for Project: "Wastewater Rate Study". The envelope shall also include the Proposer's return address. Proposers shall submit one (1) original and nine (9) copies of the proposal in a sealed, opaque envelope marked as noted above.

THE TOWN MUST RECEIVE ALL PROPOSALS ON OR BEFORE 10:00 A.M., OCTOBER 11, 2010.

Late submittals, additions, or changes will not be accepted or returned to the bidder unopened.

Due to the irregularity of mail service, the Town cautions Proposers to assure actual delivery of proposals to the Town prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling the Office of the Town Clerk before proposal opening time. Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the opening.

Proposals, once opened, become the property of the Town and will not be returned to the Proposers. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals are public documents and subject to public disclosure in accordance with Chapter 119, Florida Statutes.

I. IRREGULARITIES; REJECTION OF PROPOSALS

The Town reserves the right to reject proposals for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Town as non-responsive or irregular. The Town reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Town or has failed to perform faithfully any previous contract with the Town or with other governmental jurisdictions. The Town reserves the right to reject all proposals at any time with or without cause.

J. ORAL PRESENTATION

At its discretion, the Town may require any Proposer to make an oral presentation of the proposal.

K. INSURANCE AND LICENSES

The successful Proposer, if awarded a contract, shall maintain in full force and effect throughout the contract: (a) insurance coverage reflecting the minimum amounts and conditions required by the Town, and (b) any required licenses required by the Town. These requirements are detailed further in part Part I hereof.

L. PROPOSAL FORMAT

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified herein.

Proposers shall prepare their proposals using the following format:

1. Letter of Transmittal
This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to provide its services on behalf of the Town. The letter must name all of the persons authorized to make representations for or on behalf of the Proposer, and must include their titles, addresses, and telephone numbers. An official authorized to negotiate and execute a contract on behalf of the Proposer must sign the letter of transmittal.
2. Title Page
The title page shall show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the subject: "RFP No. 10-09-01 Project: Wastewater Rate Study."
3. Table of Contents
Include a clear identification of the material by section and by page number.

4. Organization Profile and Qualifications

This section of the proposal must describe the Proposer, including the size, range of activities, and experience providing similar services.

Each Proposer must include documentation indicating that it is authorized to do business in the State of Florida and, if a corporation, is incorporated under the laws of one of the States of the United States. The document must describe the primary individuals responsible for supervising the work including the percentage of time each primary individual is expected to contribute to this work. The proposer shall provide resumes and professional qualifications of all primary individuals and identify the person(s) who will be the Town's primary contact and provide the person(s)' background, training, experience, qualifications and authority. The proposer must include in this section a completed RFP Form A, Qualifications Statement, attached hereto. The proposals must include recent and pertinent references, including contract name, telephone number and address as reflected on RFP Form B, attached hereto.

5. Experience

The Proposer must describe its expertise in and experience with providing goods and/or services similar to those required by this RFP. Describe previous experience relating to the Scope of Work requested in this RFP. Has the firm worked for other governmental entities, particularly municipalities? If so, please describe the work performed and include contact information for references, the time the firm was engaged and a list of accomplishment for each. Proposer shall list and describe recent experiences related to the services described in the Scope of Work of this RFP.

6. Approach to Providing Services

This section of the proposal should explain the Scope of Work as understood by the Proposer and detail the approach, activities and work products to be provided.

7. Compensation

The proposal shall include a fee proposal for the goods and/or services on RFP Form C, attached hereto

Each Proposer shall propose its fee as a fixed or hourly fee, which shall include all expenses, including travel and other costs, for the services as outlined in this RFP. The Proposer's contract, if awarded, shall include such fee and shall provide that the Proposer shall invoice the Town in monthly installments. Invoices shall detail services rendered or goods provided during the preceding month, payable in arrears, unless indicated otherwise herein.

8. Additional Information

Any additional information which the Proposer considers pertinent for consideration should be included in a separate section of the proposal.

M. EVALUATION METHOD AND CRITERIA

1. General

The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated contract or agreement, if any. The Town reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including shareholders, principals and senior management before making an award. Awards, if any, will be based on both an objective and subjective comparison of proposals and Proposers. The Town's decisions will be final. The Town's evaluation criteria may include, but shall not be limited to, consideration of the following:

1. verification of availability of qualified personnel to perform the work within deadlines outlined in the RFP;
2. ability to meet set time deadlines;
3. qualifications and expertise of Proposer;
4. technical soundness of methodology proposed;
5. experience doing similar work for other governmental jurisdictions;
6. quality of references from other clients;
7. any conflicts of interest that might make it difficult to complete all aspects of the work;
8. compensation requested to do the work.

2. Selection

The Town Manager may conduct the selection process, or at the option of the Town Manager, it may be referred to a selection committee (the "Committee"). Either the Town Manager or the Committee will review all proposals received and establish a list of selected Proposers deemed to be the most qualified to provide the service requested based in part on the criteria set forth above. Depending on the cost of the selected proposal, the Town Manager may be able to make the final selection and enter into a contract. Otherwise, a recommended firm or a "short list" of recommended firms will go to the Town Commission and the Town Commission shall make a final award. The Town Manager may request oral presentation from the Proposers. Proposers are advised that the Town reserves the right to conduct negotiations with the most qualified Proposer, but may not do so. Therefore, each Proposer should endeavor to submit its best proposal initially

N. SUBMISSION OF PROPOSAL

1. Interviews:

The Town reserves the right to conduct personal interviews or require presentations prior to selection. The Town is not responsible for any expenses

which Proposers may incur in connection with a presentation to the Town or related in any way to this RFP.

2. Request for Additional Information:

The Proposer shall furnish such additional information as the Town may reasonably require. This includes information, which indicates financial resources as well as ability to provide the services. The Town reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation. Failure to provide additional information requested may result in disqualification of the proposal.

3. Proposals Binding:

All proposals submitted shall be binding for at least one hundred twenty (120) calendar days following opening. Town may desire to accept a proposal after this time. In such case, Proposer may choose whether or not to continue to honor the proposal terms.

4. Alternate Proposals:

An alternate proposal is viewed by the Town as a proposal describing an approach to accomplishing the requirements of this RFP which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same Proposer, which differs in some degree from the prior proposal or from this RFP. Alternate proposals may be in the area of technical approach, or other provisions or requirements of this RFP. The Town will, during the initial evaluation process, consider all alternate proposals submitted and reserves the right to award a contract based on an alternative proposal if the same is deemed to be in the Town's best interest.

5. Proposer's Certification Form:

Each proposer shall complete the "Proposer's Certification" form included with this RFP as RFP Form D, attached hereto, and submit the form with the proposal. This form must be acknowledged before a notary public with notary seal affixed on the document.

O. PRE-PROPOSAL MEETING

There will not be a pre-proposal meeting

P. REPRESENTATIONS AND WARRANTIES

In submitting a proposal, Proposer warrants and represents that:

1. Proposer has examined and carefully studied all data provided, and any applicable Addenda; receipt of which is hereby acknowledged.
2. Proposer is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and performance of the goods and/or services in their proposal.
3. Proposer has given Town written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in this RFP and any addenda thereto, and the written resolution thereof by the Town is acceptable to Proposer.
4. The RFP is generally sufficient in detail and clarity to indicate and convey understanding of all terms and conditions for the performance of the proposal which is submitted.
5. No person has been employed or retained to solicit or secure award of the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and no employee or officer of the Town has any interest, financially or otherwise, in the RFP or contract.

RFP No. 10-09-01

Project: Wastewater Rate Study

RFP FORM A

RFP No. _____ Project No. _____

Proposer: _____

QUALIFICATIONS STATEMENT

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. State the full and correct name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

1.1. The correct and full legal name of the Proposer is: _____

1.2. The business is a (Sole Proprietorship) (Partnership) (Corporation)

- 1.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

2. Please describe the primary work your company does.
3. The address of the principal place of business is:
4. Company telephone number, fax number and e-mail addresses:
5. Number of employees: _____
6. Name of employees to be assigned to this Project:
7. Company Identification numbers for the Internal Revenue Service:

8. Provide Broward County Occupational License Number, if applicable, and expiration date:
9. How many years has your organization been in business? Does your organization have a specialty?
10. List the last three project of this nature that the firm has completed? Please provide project description, reference and cost of work completed.
11. Have you ever failed to complete any work awarded to you? If so, where and why?
12. Provide the following information concerning all contracts **in progress** as of the date of submission of this Proposal for the division or unit of your company that will be doing this work.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

13. Provide list of any sub-consultants you will engage if awarded the contract.

Sub-Contractor Name	Address	Work to be Performed

The foregoing list of sub-consultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

RFP No. _____ Project No. _____

Proposer: _____

REFERENCE FORM

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The Proposer guarantees the truth and accuracy of all statements and the answers contained herein.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

2. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

3. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

4. Name of Contact _____

Title of Contact _____

Telephone Number: _____ Fax Number _____

RFP Form C

RFP No. _____ Project No. _____

Proposer: _____

PRICE PROPOSAL FORM

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
 The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

Name of Proposer: _____

Name of authorized representative of proposer: _____

Project Cost

Deliverables	Professional Services Fee	Reimbursements
1.	\$	\$
2.	\$	\$
3.	\$	\$
4.	\$	\$
Insert rows as necessary.	\$	\$
Reimbursements not related to a specific Deliverable		\$
Total	\$	\$
Total Project Cost: \$ _____		

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable, with estimated out-of-pocket expenses separate from the proposed fees for professional services.

The Total Project Cost SHALL include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Please ensure your DELIVERABLES include the cost of:

1. Meetings with Town staff on a minimum of two occasions to discuss drafts of the final report.
2. A written report outlining all findings and recommendations, with an Executive Summary of the most important issues or issues that the Commission must act upon to implement.
3. Attending two Town Commission / public meetings to present the report and discuss the findings of the report.

Payments will be made on each deliverable upon receipt and acceptance by the City.

Additional Services

The Town may have the need for additional services to implement some of the recommendations of this RFP, additional services that might be requested within the scope of this contract or separate requirements over the next 2 years.

If the Proposer is interested in additional work, please provide the hourly rate and staff positions available.

Additional Work	
<u>Title:</u>	<u>Hourly Rate</u>
Add rows as necessary	

By: _____
Name:
Title:

RFP FORM D

RFP No. _____ Project No. _____

Proposer: _____

PROPOSER'S CERTIFICATION

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Lauderdale-by-the-Sea, its staff or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is accepted, a contract will be executed as proposed, in a form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder,

employees, members or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business

State of _____
County of _____

Sworn to and subscribed before me this ____ day of _____, 2010.

By: _____
Signature

Notary Public

Print Name and Title

My Commission Expires:

Mailing Address

WASTEWATER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of November 2007, by and between the CITY OF POMPANO BEACH, Florida, a municipal corporation of the State of Florida, hereinafter called "City" and the TOWN OF LAUDERDALE-BY-THE-SEA, a municipal corporation of the State of Florida, hereinafter referred to as the "Town";

WITNESSETH:

WHEREAS, the City and the Town previously entered into a 40 year Sewer Service Agreement dated July 14, 1966 through July 13, 2006, which supplied the Town with a method for disposing of sanitary wastewater collected through a wastewater disposal system, which included two Lift Stations; LS #12 (formerly #21) presently located at 251 N. Pompano Beach Boulevard, Pompano Beach and LS #24 (formerly LBTS Master) presently located at 4413 Seagrape Drive in Lauderdale-by-the-Sea; and

WHEREAS, the City furnished said wastewater collection and disposal system, including a capacity to accommodate the needs and requirements of the Town; and

WHEREAS, the City and the Town are desirous of continuing the agreement which has been extended by the City and Town to provide an adequate time period to enact a new, long-term agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and by the parties hereto to be kept and performed, it is agreed as follows:

1. The City does hereby agree to allow the Town to remain connected by force main and other required appurtenances thereto, to Master Lift Station #12 and the Town agrees that during the term of this Agreement it shall use the City's sanitary wastewater facilities for the

disposal of all wastewater from the Town. Transmission and delivery of all of the City's wastewater, together with that of the Town, is to the Broward County Treatment Facility. Should said force main not contain sufficient capacity to accommodate future connections from potential customers in the Town, the Town shall be responsible for any and all costs to upgrade the force main.

2. Any facilities required to be constructed hereby by the Town, shall be subject to approval by the City's Engineer and Utilities Department and shall be subject to and in accord with the City's present and future ordinances, including City permits and inspection fees which the Town shall procure and pay for, and shall be in accord with usual City specifications. Said facilities shall be constructed only upon property dedicated to the public use; and in the event the City deems it necessary to acquire an easement or other interest in the property within which it is proposed to construct said facilities, such easement or other interest shall be acquired and paid for by the Town; and, further, if the same be located outside the present municipal limits of the Town, such easement or other interest in property shall be conveyed by Town to City by an appropriate instrument of conveyance. Town shall provide City with full and free access to the lift stations addressed in this Agreement to render services thereon, and will otherwise provide a safe workplace for City's employees to, from and within all lift stations.

3. The Town shall maintain adequate wastewater pumps, grinding equipment and chemical feeding equipment in the Town's Master Lift Station #24 to pump the wastewater into the treatment facilities of the City's Master Lift Station #12. All grinding, metering, chemical feeding and pumping equipment shall be maintained and kept operational so as to feed sufficient chemicals therein to reduce septicity in the wastewater reaching the Master Lift Station of the City to the standard required by the Utilities Department. No industrial wastes shall be put into the Town's collection system or the force main by either the Town or any use of the Town's

collection system, as defined in the City's Code of Ordinance and the Large User Agreement with Broward County. Personnel of the City shall be provided free access to the pumping station of the Town to determine that the requirements hereof are being met on a continuing basis.

4. The City shall establish rates to be charged to the Town by the City for the services provided. The methodology for these services are detailed on Schedule A, attached hereto. The Town shall be billed monthly, said bills shall be payable within fifteen (15) days of the date thereof. Adjustment to the above methodology will occur annually, as set forth in Chapter 50, "Water," of the City's Code of Ordinances.

5. In addition to an availability charge, the Town shall pay to the City a charge per thousand gallons based on the amount of sewage the Town delivers to the City's wastewater system, which charge shall include the Town's proportionate share of the operating and maintenance cost of the City's transmission facilities, a surcharge which shall represent payment in lieu of taxes to the City, and the cost of treatment of the Town's sewage, which cost shall be the same as that charged the City by Broward County. The charges per thousand gallons established shall apply from zero to 1.25 million gallons of wastewater per day. The charge shall be doubled for all wastewater in excess of 1.25 million gallons per day and shall be based on each single day's wastewater quantity. The maximum capacity required to be provided for hereunder by the City to the Town shall not exceed one million five hundred thousand gallons per day.

6. The term of this Agreement shall be fifteen (15) years, with option for renewal every five (5) years. The Renewal option is considered to be automatically in effect unless either party notifies the other in writing of their intention to not renew said Agreement, sixty (60) days prior to its expiration date.

7. The Town and each and every user of the collection system shall be subject to the same provision, penalties, rules and regulations as regular City users are, and the use thereof shall be subject to all applicable ordinances which now exist or which may subsequently be enacted, all such ordinances being incorporated herein by reference and made a part of this Agreement. Any violation of such provisions, rules, regulations or ordinance by the Town or any users of the Town's collection system as aforesaid shall constitute a breach of this Agreement and shall be grounds for cancellation of same by the City; provided, however, that the City shall notify the Town in writing of any such violation and the Town shall have thirty (30) days from the date of such notification to cease or cause to be ceased any such violation. The Town covenants and agrees that it will adopt its own rules, regulations and ordinances as the same may be required to insure the compliance with the provisions of this paragraph by the users of its collection system.

8. The Town agrees that for any construction required it will procure and pay for all necessary permits, inspection fees, and other costs normally and usually charge by the City, in addition to such similar costs and charges as may be required by Broward County. This also applies to renovation of existing structures or connections where the size of the domestic water connection increases by 1" or more, as this will place an added demand on the wastewater system. Regulations by Broward County or the Florida DEP, would supersede this sizing requirement.

9. The Town agrees that it will not connect nor allow any connection to any portion of its wastewater collection system constructed within its present municipal limits by any such properties, persons, buildings or structures outside of such municipal limits without prior permission and approval of the City and any revenue derived from any such connection shall

belong to and be the property of the City without any payment of any kind whatsoever to the Town.

10. Any temporary cessation of disposal of wastewater caused by an Act of God, fire, strike, casualty, necessary maintenance work, break-down of or injury to machinery, pumps or pipe, lines, civil or military authority, insurrection or riot, shall not constitute a breach of this Agreement on the part of the City and the City shall not be liable to the Town or its residents for any damage resulting from such cessation of disposal. In the event of a catastrophic event, City shall make every reasonable effort to keep Town on line. Town shall pay all related time and material expenses incurred as a result of this effort.

11. This Agreement shall be binding upon the successors and assigns of the parties hereto and may be enforced by an action in equity for specific performance of the terms and conditions hereof insofar as the same require the performance of acts other than the payment of money.

12. Any notice required to be given hereunder shall be considered to have been properly given if the same has been sent in writing, by certified or registered mail, to:

City Manager
City of Pompano Beach
Post Office Box 1300
Pompano Beach, FL 33061

Mayor/Town Manager
Town of Lauderdale-by-the-Sea
4501 Ocean Drive
Lauderdale-by-the-Sea, FL 33308

13. The Town agrees that upon the expiration of its present Agreement with the City of Fort Lauderdale it will purchase water from the City of Pompano Beach if it determines such purchase will be economically advantageous to it and if it determines the quality of the water offered by the City is equal to or better than the water provided by the City of Fort Lauderdale.

14. The Town agrees to indemnify, hold and save harmless the City from any judgments and costs and expenses to the City incurred by it in any litigation to which it may become a party, as either plaintiff or defendant, which said costs and expenses shall include reasonable attorneys' fees in both the trial court and any appellate court to which the matter may be appealed, resulting from the effects of the improper introduction by the Town or any users for the Town's collection system into the City's Wastewater collections system or any portion or part thereof of any solid liquid, gas or other effluent, which may cause damage either within or without the City's Wastewater collection system, and appurtenances thereto, including, but not limited, to fish kills, undesirable floating matter and explosions.

15. City shall furnish all maintenance labor, services, tools, and materials to regularly and systematically examine, clean, lubricate, adjust equipment and monitor telemetry data at the following two Lauderdale-by-the-Sea lift stations:

Lift Station #24 – presently located at Hibiscus Avenue/Commercial Blvd.

Lift Station #25 – presently located at Hibiscus Avenue/Allenwood Drive

City is responsible to make only those adjustments and repairs which are necessary due to ordinary wear and tear. City is not obligated to make adjustments, repairs or replacements necessitated by any other cause, including, but not limited to, accidents, vandalism or misuses of the equipment. Cost of this maintenance service is factored into Section 4. City specifically exempts from this service the calibration, repair and replacement of flow meters and SCADA system. City shall perform repairs on the two lift stations upon the Town's request. City will assume no responsibility for the expense and labor for repairs and replacement parts, electrical power, or for maintenance and repair of the two lift station structures. This work will be performed and billed on a time and materials basis and paid in accordance with the City ordinances. City will perform all maintenance work during regular work hours, 7:00 AM to 3:30

PM, on regular working days, Monday through Friday. Should the Town request examinations, cleaning, lubrication, adjustments, repairs replacements or emergency services at other times, the Town will compensate the City for any overtime expenses incurred. City will not be responsible for any loss, damage, detention or delay caused by labor disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, shortage of material, unavailability of material from usual sources, embargo, mischievous mischief, war, acts of God, wastewater spills or discharges resulting from infrastructures not associated with the two lift stations or any other cause beyond City's reasonable control and duties set forth herein. This Section of the Agreement may be terminated at any time without cause by either party, upon sixty (60) days written notice to the other party.

16. The City shall make staff available to the Town, whenever possible, to address wastewater emergencies. The Town recognizes that the City's first obligation is to serve the City's Utilities system. Staff will only be made available if the City system is not in distress. Such assistance will be provided under the general direction of the Town, who will have ultimate responsibility for utilities in the area. The City will be compensated for staff's actual expense for labor and benefits. Vehicles will be charged at the most recent FEMA rate. An additional 25% for services outside of City limits will be added. The total charge will be included in the Town's monthly invoice.

17. The parties shall defend and indemnify each other, to the extent allowed by law, and save each other harmless from and against any and all claims, suits, actions, damages and causes of action arising during the term of this Agreement caused by any action, neglect, erosion or mission of the other party relating to bodily injury, loss of life or damage to property sustained in, about, or upon the two lift stations or the improvements placed thereon, and to indemnify each other to the extent allowed by law, from claims resulting from any negligent acts of the

other party during the term of this Agreement, the parties further agree to indemnify and save each other harmless to the extent allowed by law, from and against all costs, attorney's fees, expenses and liabilities incurred in and about any such claim, investigation thereof, or the defense of any judgment or decrees, which may be entered therein as a result of the foregoing.

18. Any modification of the terms of this Agreement shall be in writing and upon approval of both Town and City utilizing the procedures necessary to authorize said modification pursuant to the requirements of each municipality, which shall be equal in dignity to the procedures utilized for approval of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their corporate seals the day and year first above written.

"TOWN":

ATTEST:

TOWN OF LAUDERDALE-BY-THE-SEA

June White
Town Clerk

By: [Signature]
Mayor Oliver Parker

APPROVED as to form:

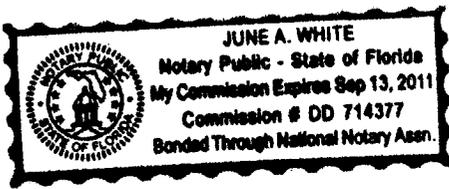
[Signature]
for JAMES A. CHEROF, Town Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 13th day of November, 2007 by Oliver Parker, as Mayor of the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

June A. White
NOTARY PUBLIC, STATE OF FLORIDA
JUNE A. WHITE
(Name of Acknowledger Typed, Printed or Stamped)
DD 714377
Commission Number



"CITY":

CITY OF POMPANO BEACH

Witnesses:

Signature of Witness

By: _____
Lamar Fisher, Mayor

Print Name of Witness

Signature of Witness

By: _____
Keith Chadwell, City Manager

Print Name of Witness

Attest:

Mary L. Chambers, City Clerk

(SEAL)

Approved As To Form By:

Gordon B. Linn, City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by Lamar Fisher as Mayor of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by Keith Chadwell, as City Manager of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2007 by Mary L. Chambers as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

MEB/jrm
7/2/07 (2007-1584
l:agr/utility/wastewater service agreement

SCHEDULE A

The following terms used in this Schedule are defined as follows:

- Availability Charge – represents debt service costs for Lift Station #12 and the A1A Force Main allocated to LBS.
- Wastewater Treatment Charge – represents a) the volumetric rate charged by Broward County for wastewater treatment at the Regional Wastewater Treatment Plant; b) a Reserved Capacity Charge to recover debt service costs for the regional plant; and c) a Broward County True-Up Charge to make adjustments for the over- or under-recovery of cost paid to Broward County in the previous year.
- Lift Station #12 O&M Charge – represents costs associated with the operation and maintenance of Lift Station #12 (“LS12”), including electrical, chemical, pumping and general and administrative expenses incurred for the operation of LS12. This cost component also includes a 25% surcharge.
- True-Up Amount – represents an adjustment between the City and LBS calculated based on the actual revenues received from LBS compared to the actual costs incurred from the prior year.

SCHEDULE A

Calculation Methodology for LBS Wholesale Wastewater Treatment Rate

I.	Fixed Charge Components – Annual Cost	
	Availability Charge:	
	Lift Station #12 (1)	\$ 17,922.57
	AIA Force Main (2)	16,942.25
	Broward County Reserved Capacity Charge (3)	155,582.70
	Broward County True-Up Charge (prior year) (4)	
	LBS True-up from Prior Year (5)	_____
	Subtotal: Fixed Annual Charge	\$ _____

CALCULATED MONTHLY CHARGE

II.	Volumetric Charge Components – Annual Cost	
	Lift Station #12 Costs:	
	Electrical (6)	\$ _____
	Chemical (7)	
	Personnel – WW Pumping (8)	
	Other WW Pumping (9)	
	Administrative/General Expense (10)	_____
	Plus 25% Surcharge	_____
	Subtotal: LS #12 Costs	\$ _____

Estimated Flow (based on 3 year average) (in kgal)

LS #12 Volumetric Rate (\$/kgal) (11)	\$ _____
Broward County Rate	\$ _____
Plus IR&R Charge	
Subtotal: Broward County Rate (12)	\$ _____

TOTAL VOLUMETRIC RATE (per 1,000 gal)

Total Annual Cost	\$ _____
Total Monthly Cost	\$ _____
Total Annual Cost converted to a Volumetric Rate	\$ _____

SCHEDULE A

- (1) Calculated based on construction costs of \$964,820 amortized at approximately 4.11% over 20 years to generate annual payment amounts of \$71,690.28. Of this amount, 25% is allocated to LBS, per the contract, based on 1.5 MGD of capacity allocated to LBS out of a total capacity at the pump station of 6.0 MGD. The interest rate is consistent with the 1993 Bonds used to finance the project.
- (2) Calculated based on a total project cost of \$542,331, of which 50% is allocated to LBS per contract. The payment stream is based on an amortization of cost at 4.65% over 30 years.
- (3) This charge is based on the fixed charge for wastewater treatment debt service, including an IR&R factor (presently 2.5%), charged by Broward County. This charge is currently \$10,372.18 per month per MGD of reserved capacity. LBS is allocated 1.25 MGD of Pompano's available reserved capacity.
- (4) This is the amount of LBS's share of the true-up charge calculated by Broward County in each year. LBS's share is determined by multiplying the total true-up amount for Pompano Beach by the percentage determined by dividing LBS's metered flows by the total flows delivered by Pompano Beach to Broward County from 2 years prior. For FY 2007, the total true-up charge was \$5078.27, which was multiplied by 4.18% based on FY 2005 flows. It is not possible to forecast the magnitude of any true-up amounts in future years.
- (5) This is the amount determined by comparing actual revenues received from LBS with actual costs incurred for the prior year. The LBS true-up would only address costs recovered from the volumetric charge components for the LS#12 costs. It is not possible to forecast the magnitude of any true-up amounts in future years.
- (6) LBS's share of Electrical costs for LS#12 is calculated for each budget year by taking the budgeted amount for Total Pumping Electrical costs and multiplying by the percentage derived by dividing the most recent prior year's actual electrical costs for LS#12 by the actual Total Pumping Electrical costs for that year.
- (7) LBS's share of Chemical costs for LS#12 is calculated for each budget year by multiplying the budgeted amount for Total Chemical costs by LBS's share of total flows at LS#12 based on a three-year average of total flows and LBS flows.
- (8) LBS's share of Personnel Pumping costs for LS#12 is calculated for each budget year by multiplying the sum of the budgeted amounts for Pumping Personnel and Pumping Internal Services by the same percentage used for electrical costs.
- (9) LBS's share of Other Pumping costs for LS#12 is calculated for each budget year by multiplying the budgeted amounts for Other Pumping costs by the same flow based percentage factor used for chemical costs.
- (10) LBS's share of Administration and General Expenses for LS#12 is calculated for each budget year by multiplying the sum of the budgeted amounts for Sewer Administration and General Plant Expenses by three factors: (a) the ratio of pumping expenses to the sum of pumping expenses and transmission expenses; (b) the ratio of LS#12 flows to total flow delivered to Broward Co. for treatment; and by (c) the ratio of LBS flows to total LS#12 flows. The net effect of the three factors is a composite factor.
- (11) Calculated by dividing the subtotal for LS#12 costs, including a 25% surcharge, by the estimated flows for LBS based on the three-year average.
- (12) The Broward County Rate for wastewater treatment is treated as a pass-through cost to LBS based on the billable flows delivered and metered each month.

EXAMPLE: FOR COMPARISON PURPOSES ONLY – this page will not be included in the Agreement.

**Calculated and Projected Wholesale Rate for Lauderdale-by-the-Sea
Summary**

	Notes	Fiscal Year		
		2007	2008	2009
I. Fixed Charge Components - Annual Cost				
Availability Charge				
Lift Station #12	(1)	\$ 17,922.57	\$ 17,922.57	\$ 17,922.57
A1A Force Main	(2)	16,942.25	16,942.25	16,942.25
Broward County Reserved Capacity Charge	(3)	155,582.70	155,582.70	155,582.70
Broward County True-Up Charge (prior year)	(4)	212.12	TBD	TBD
LBS True-up from Prior Year	(5)	12,783.31	TBD	TBD
Subtotal: Fixed Annual Charges		\$ 203,442.95	\$ 190,447.52	\$ 190,447.52
		\$ 16,953.58	\$ 15,870.63	\$ 15,870.63
Calculated Monthly Charges				

II. Volumetric Charge Components - Annual Cost

Lift Station #12 Costs:				
LS#12 Electrical	(6)	\$ 13,241.29	\$ 14,416.46	\$ 14,921.03
LS#12 Chemical	(7)	40,893.06	44,522.31	46,080.59
LS#12 Personnel Pumping	(8)	41,461.85	45,458.10	47,381.35
LS#12 Other Pumping -	(9)	7,270.92	7,777.45	8,049.66
LS#12 Admin. & General Expense	(10)	26,026.41	27,834.94	28,804.63
		\$ 128,893.54	\$ 140,009.26	\$ 145,237.26
Plus 25% Surcharge		32,223.38	35,002.31	36,309.32
Subtotal: LS# 12 Costs		\$ 161,116.92	\$ 175,011.57	\$ 181,546.58
Estimated Flow (based on 3-year average)	(in kgal)	220,444	207,811	207,811
LS#21 Volumetric Rate (\$/kgal)	(11)	\$ 0.731	\$ 0.842	\$ 0.874
Broward County Rate		\$ 0.689	\$ 0.689	\$ 0.689
Plus: IR&R Charge of 2.5%		\$ 0.017	\$ 0.017	\$ 0.017
Subtotal: Broward County Rate (\$/kgal)	(12)	\$ 0.706	\$ 0.706	\$ 0.706
Total Volumetric Rate per 1,000 gallons		\$ 1.437	\$ 1.548	\$ 1.580

Total Projected Annual Cost	\$ 520,242.93	\$ 512,220.41	\$ 518,755.42
Total Projected Monthly Cost	\$ 43,353.58	\$ 42,685.03	\$ 43,229.62
Total Annual Cost converted to a Volumetric Rate (For comparison purposes only.)	\$ 2.360	\$ 2.465	\$ 2.496