



# REQUEST FOR BIDS

RFB 2024-139

*WELDING & FABRICATION SERVICES*

ENGLEWOOD  
WATER  
DISTRICT



## ENGLEWOOD WATER DISTRICT

201 Selma Ave  
Englewood, FL 34223  
Office: 941-474-3217  
Fax: 941-460-1025

### NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BID NO. 2024-139

### WELDING AND FABRICATION SERVICES

The Englewood Water District (also known as the "District") is requesting sealed bids to secure the services of experienced, certified, competent and responsible Contractor(s) capable of providing as-needed welding and fabrication services, per the specifications in the solicitation package. The work consists of all labor, transportation, services, materials, supplies and any incidentals associated with performing all work specified in the bid documents. Sealed bids should be mailed or hand delivered to **Bee Ling Wheaton, Procurement Manager, at 201 Selma Avenue, Englewood, FL 34223 by 2:15 p.m. (EST), July 30 (Tue), 2024.**

#### OPTIONAL SITE VISIT: NONE

Bidders will **ONLY** be allowed to access the project site at this time.

**BID OPENING: July 30 (Tue), 2024 at 2:30 p.m. (EST)**  
Englewood Water District  
201 Selma Ave  
Englewood, FL 34223

**Any bids received after the deadline will not be opened and will be returned to the Bidder, if requested, at Bidder's expense. The District will not consider any bids from a Contractor that has been barred from bidding in any public section project in the last three (3) years.**

All bids must contain a manual signature of the authorized representative of the Bidder's company on the Bid Form. The successful Bidder shall have current applicable licensure to perform the work as described in the Scope of Work in this bid package.

The bid package and any associated addenda may be viewed and downloaded from the District's as well as DemandStar's websites. If you have any questions, concerns, or problems accessing the bid package using the link, please contact **Bee Ling Wheaton, Procurement Manager**, at (941) 460-1014. Request for additional information or clarification regarding the specifications must be sent via facsimile to (941) 460-1025 or via email to **Bee Ling Wheaton, [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com)**. All questions and clarifications must be submitted via e-mail or facsimile by **5:00 p.m. (EST) on July 23 (Tue), 2024. Verbal requests will not be entertained.**

The District does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

NOTICE OF AVAILABILITY POSTED ON: July 2, 2024, on [www.englewoodwater.com](http://www.englewoodwater.com) and [www.demandstar.com](http://www.demandstar.com)

## STATEMENT OF NON-SUBMITTAL

Please return this form, **only** if you **do not** intend to bid on this service. Please check any and all applicable reasons.

We the undersigned have declined to submit a bid on the requested service

Request for Bid # **RFB NO. 2024-139 WELDING AND FABRICATION SERVICES**

for the following reason(s):

- ☐ Insufficient time to respond to the Request for Bid.
- ☐ We do not offer the product/service that is requested.
- ☐ Does not fit into our schedule.
- ☐ Bond/insurance requirements cannot be met.
- ☐ Specifications are vague (explain below).
- ☐ OTHER (please specify below).

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Reasons \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**Note: "Statement of Non Submittal" may be e-mailed to Bee Ling Wheaton, Procurement Manager, at [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com) or faxed to the District at 941-460-1025.**

## SECTION 1: INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS

1) **QUALIFICATIONS OF BIDDER:** The District intends to award this Contract to the lowest responsive and responsible Bidder(s), qualified by experience, with proven reliability and the ability to provide the services or items/services required under this bid, within a reasonable time frame acceptable to the District.

2) **EXAMINATION OF BID DOCUMENTS:** Prior to the submission of a bid, Bidders will carefully examine the Instructions to Bidders and General Provisions, Special Provisions, Insurance Requirements, Scope of Work, and all other related bid documents, including any and all modifications, incorporated into the bid package. They should also fully inform themselves as to all existing conditions and limitations that affect the scope of work performed under this Contract.

The bid package will be posted on [www.demandstar.com](http://www.demandstar.com) and on the Purchasing section on the District's website [www.inglewoodwater.com](http://www.inglewoodwater.com). It is the Bidder's responsibility to view the bid package on either platform and download all issued addenda or to contact the District to determine if addenda were issued.

3) **ON-SITE PRE-BID MEETING:** None.

4) **REQUEST FOR CLARIFICATION AND ADDITIONAL INFORMATION:** Discrepancies, omissions, or questions about the intent of the documents will be submitted in written form by e-mail to **Bee Ling Wheaton**, Procurement Manager at the District at [bwheaton@inglewoodwater.com](mailto:bwheaton@inglewoodwater.com), requesting interpretation by **5:00 p.m. EST on July 23 (Tue), 2024**.

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all Bidders. Bidder must acknowledge receipt of any addendum on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. Oral explanations will not be binding. It shall be the responsibility of the Bidder, prior to submitting their bid, to contact the District, to determine if any addenda were issued, acknowledging and incorporating said addenda into their bid.

5) **MODIFICATION OR WITHDRAWAL OF BIDS:** Bidders may submit an amended bid before the opening of bids. Such amended bids must be a **complete** replacement for a previously submitted bid and must be clearly identified as such, signed by authorized personnel of the Bidder's company.

Bids may only be withdrawn by written request from the Bidder before bid opening. Error or negligence on the part of the Bidder in bid preparation does not constitute the right for withdrawal of the bid after it has been opened.

6) **NO BID:** A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the District by e-mail to [bwheaton@inglewoodwater.com](mailto:bwheaton@inglewoodwater.com) or fax to (941) 460-1025.

7) **CONFLICTS WITHIN SOLICITATION:** Where there appears to be a conflict between the Instructions to Bidders and General Provisions, Special Provisions, Scope of Work, the Bid Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Form, the Scope of Work, Special Provisions, Instructions to Bidders and General Provisions. It is incumbent upon the Bidder to identify such conflicts to the designated purchasing representative prior to the bid or proposal response date.

8) **ADDITIONAL TERMS:** When submitting a solicitation response, Bidders must not attach any forms, proposals, or documents which contain terms and conditions of the Respondent. The inclusion of additional terms and conditions, even if a part of the Bidder's standard forms, may result in the solicitation response being declared non-responsive and rejected as these added terms and conditions are considered a counteroffer to the District's solicitation. If the Bidder desires to take exception(s) to any portion of the terms and conditions of this bid, the exception(s) must be taken during the Request for Clarification and Additional Information period.

9) **PAYMENT:** Payment will only be made after inspection and approval of the District of the work performed. It is the policy of the District that payment for all purchases by the District shall be made in accordance with Part VII, Chapter 218, Florida

Statutes, known as the Local Government Prompt Payment Act. The Bidder may offer cash discounts for prompt payments; however such discounts will not be considered in determining the lowest price during bid evaluation.

All invoices must reference the associated Purchase Order number before payment can be made. Invoices should be e-mailed to Accounts Payable, [apinvoice@englewoodwater.com](mailto:apinvoice@englewoodwater.com) or faxed to (941) 460-1025.

**10) PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:**

**Bid Form:** Bids shall be made on forms supplied by the District, or as otherwise specified. Each bid must state the name of the Bidder, the Bidder's full business address and state the type of business entity, followed by the original signature and designation of the officer or authorized personnel to bind the corporation. Any erasures or other corrections in the bid form must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the District.

**Bid Bond:** **(NOT APPLICABLE FOR RFB 2024-139)** Each bid must be accompanied by a Bidder's bond with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents.

**Bid Documents:** Bid documents and forms shall be submitted sealed to the **Englewood Water District**, 201 Selma Ave, Englewood, FL 34223. The envelope/package shall be clearly marked with the Bid Number, Name and Business Address of the Bidder. All sealed bids must be received by **2:15 p.m. EST, July 30 (Tue), 2024**, and will be opened in the District's Boardroom shortly on the same day. One hard copy of the bid, as well as an electronic copy in pdf format on a USB flash drive shall be provided to the District.

Submission of a response constitutes a binding offer and shall be subject to all terms and conditions specified in the bid package.

For your bid to be acceptable, **all blank spaces** must be completed as requested. All bids must contain a **manual signature** of the authorized representative of the Bidder in the space provided on the Bid Certification Form.

Responsibility for getting this bid to the District on or before the specified date and time is solely the responsibility of the Bidder. The District will not be responsible for any delay, for any reason whatsoever. Bids must be received and stamped with the date and time on the outside of the envelope, and must be at District by the date and time specified for opening.

**Bid Guarantee:** The bid form shall be signed where indicated constituting an agreement that the Bidder will not withdraw his/her bid for a period of ninety (90) days after the opening of the bids.

**Expenses Incurred in Preparing Bid:** The District accepts no responsibility for any expenses incurred by the Bidder in the preparation and submission of a bid. Such expenses shall be borne exclusively by the Bidder.

**Bid Corrections & Erasures:** Any erasures or other corrections in the bid must be explained or noted over the signature of the Bidder. Bid forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected at the discretion of the District.

**Bid Opening:** All bids received by the date and time so specified shall be opened and **the name of each Bidder and Bid Amount read aloud** within the designated room at the District, during bid opening. It is optional for Bidders and the general public to be present at the bid opening.

**Late Bids:** Bids received after the date and time of bid opening will not be considered and will not be opened. It will be the Bidder's responsibility to make arrangements for the return of the bid package at their own expense. Bid packages will be discarded, unopened, if unclaimed 7 calendar days after bid opening. Bids postmarked prior to said date and time but not received shall also not be considered and will remain unopened.

**11) DISTRICT RIGHTS:** The District reserves the right to accept or reject any and/or all bids in whole or in part, split the award, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the bid that, in its judgment, will be in the best interest of the District. Also, the District reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirement of the District. If only one

response is received, the District has the discretion to accept or reject the bid, or begin negotiations, depending on available competition and the timely needs of the District.

**12) AWARD OF BID:** The award of this bid may be in total or in part, to the lowest, responsive, responsible bidder(s), whichever is deemed to be in the best interest of the District. At its sole discretion, the District reserves the right to award by line, group of lines or in total. Other consideration of award may be experience/qualifications, equipment or client list. Any unfavorable reference may be cause to deem a bidder non-responsive. The District reserves the right to reject the bid of any Bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. At the discretion of the District, requests may be made to the Bidder to provide information in writing, prior to award of bids, in order to verify any requirements. Award is subject to the District's budget.

**Errors:** For the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the Bid schedule as submitted by Bidders:

1. Obviously misplaced decimal points will be corrected;
2. In case of discrepancy between unit price and extended price, the unit price will prevail. Apparent errors in extension will be corrected;
3. Apparent errors in addition of lump sum and extended prices will be corrected; and
4. For the purpose of the bid evaluation, the District will proceed on the assumption that the Bidder intends his/her bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the tabulation of bids.

**13) PERFORMANCE TIME:** Performance time may be a factor in the evaluation of a bid. Meeting specified performance schedules is a significant part of Contractor's ability to perform and failure to perform within a reasonable time frame as determined by the District may result in termination of the contract and will be considered in the evaluation of future bids.

**14) BID TABULATIONS:** Pursuant to Florida Statute §119.071(1)(b)2, all bid tabulations shall be posted on the District's website <https://englewoodwater.com/legal-notices-purchases/> and also DemandStar's website at [www.demandstar.com](http://www.demandstar.com) within thirty (30) days after bid opening or when the District provides notice of a decision or intended decision, whichever is earlier.

**15) FORM OF CONTRACT:** The Bidder's response, together with the bid package and any addenda furnished by the District and Purchase Order, shall constitute a binding contract. The successful Bidder shall be required to perform according to the submitted Bid Form and the District's solicitation package when a Purchase Order, signed by the Procurement Manager, is transmitted to the winning Bidder. The transmitted Purchase Order shall serve as both a Notice of Acceptance and a Notice to Proceed to the Contractor.

**16) NOTICES AND DELIVERY:** Any notices or requests made pursuant to the award of the bid shall be in writing and shall be deemed to have been delivered when sent by certified mail, fax or e-mail with delivery receipt (or acknowledgement or confirmation which may be by electronic means).

**17) WARRANTY:** All warranties express and implied, shall be made available to the District for goods and services covered by this bid package. All goods furnished shall be fully guaranteed by the Contractor against factory and workmanship defects. At no expense to the District, the Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period and shall provide a one (1) year warranty for parts and labor for work performed. Equipment to have a one (1) year warranty against defective material(s) and workmanship, which shall be included in the quoted price. If any part of the equipment should fail during the warranty period, it shall be repaired/replaced/redone by the Contractor at no expense to the District. Warranties shall be in writing and presented at the time of delivery. The special conditions of the bid package (if applicable) may supersede the manufacturer's standard warranty.

**18) DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the Special Provisions and Scope of Work, if applicable, all equipment, parts, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Scope of Work, reference to any equipment, part, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Bidder wishes to make a substitution to the specifications, the Bidder shall furnish the District the name of the manufacturer, the model number and other identifying data and information necessary to aid in the District in evaluating the substitution. Such substitution shall be subject to District approval. Substitutions shall be approved only if determined by the District to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the District does not approve the substitution.

**19) TAXES/FREIGHT:** If applicable, the bid shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified in the bid package, prices quoted shall be F.O.B. Destination. The District is exempt from the payment of Federal and State taxes, including sales tax. The bid offer shall not include sales tax to be collected from the District. The District's sales tax exemption is not available to the Contractor for items the Contractor purchases, regardless of whether these items will be transferred to the District.

**20) CONTINUATION OF WORK:** Any work that commences prior to and will extend beyond the expiration date of the current Contract period shall, unless terminated by mutual written agreement between the District and the Contractor, continue until completion without change to the then current prices, terms and conditions.

**21) CONTRACT CONTINUITY/TRANSITIONAL PERIOD:** In the event the services are scheduled to end either by Contract expiration or by termination by the District (at the District's discretion), the Bidder shall continue the services, if requested by the District, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Contract. The Bidder will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the District.

**22) CONTRACTS OVERLAPPING FISCAL YEARS:** The District's fiscal year begins October 1 and ends September 30 of the following calendar year. When a Contract's terms extends beyond the fiscal year in which the Contract commences, the District will issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the Contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

**23) TERMINATION OF AGREEMENT:**

(a) **Funding in Subsequent Fiscal Years:** It is understood by the District and Contractor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the District's Board of Supervisors. In the event that funds are not available or appropriated, the District reserves the right to terminate the contract. The District will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

(b) **For Convenience.** The District may terminate this Agreement at any time without cause by providing the Contractor with SEVEN (7) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the Contractor under this Agreement shall, at the option of the District, become the District's property. If the Agreement is terminated for convenience by the District as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. The Contractor shall not incur any additional expenses after receiving the written notice of termination.

(c) **For Cause or Default.** If, through any cause, the Contractor should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure", the District will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the Contractor requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The District's Show Cause Notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the Contractor's response. Should the Contractor fail to respond to such



show cause notice, or if the District determines that the reasons provided by the Contractor for failure of the Contractor to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice.

In the event that the District terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the District, become District property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of this Agreement, and the District may withhold any payment due the Contractor for the purpose of set-off until such time as the exact amount of damages due the District from such breach can be determined.

The District reserves the right to terminate this contract, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The Contractor will be notified by letter of the District's intent to terminate. In the event of termination for default, the District may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the Contractor.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the District may immediately terminate, for cause, this Agreement and all other existing agreements the Contractor has with the District and debar the Contractor from doing future business with the District.

Upon receipt of a termination action, for convenience or cause, the Contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the District all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Contractor in performing this contract, whether completed or in process.

(d) **Termination by Contractor.** Contractor shall have the right to terminate services only in the event of the District failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days after the invoice has been approved by the District, or if the project is suspended by the District for a period greater than ninety (90) calendar days.

**24) RULES, REGULATIONS & LICENSES:** The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of goods and/or services specified in this bid package. It shall be the responsibility of the Contractor to ensure compliance with OSHA, EPA, and/or other local, federal, or State of Florida rules, regulations or other requirements, as applicable. The Contractor must be authorized to transact business and be properly licensed in the State of Florida.

When applicable and as required by law, the Contractor will provide a material safety data sheet with each delivery of a toxic substance.

**25) PROPRIETARY OR CONFIDENTIAL INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law. All bidders should be aware that the bidder's submittal is in the public domain. However, the bidders are required to identify specifically any information contained in their submittal package, which they consider confidential an/or proprietary and which they believe to be exempt from disclosure, and specifically cite the applicable exempting law.

**26) MAINTENANCE OF RECORDS:** The Contractor shall maintain books, records, and other documents pertaining to, or connected with this contract. All records will be made available and accessible at the Contractor's offices for the purpose of inspection, audit and copying during normal business hours by the District, or any of its authorized representatives. Retention time for these records shall be for a minimum of five (5) years after the conclusion of this agreement.

**27) CODE OF ETHICS:** With respect to this bid, if any Bidder violates or is a party to a violation of the Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Bidder may be disqualified from furnishing



the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the District.

**28) COLLUSION:** By submitting this bid, the Bidder certifies that he/she has not divulged to, discussed or compared his/her bid with other Bidders and has not colluded with any other Bidder or parties to this bid whatsoever. Also, Bidder certifies, and in the case of a joint bid each party thereto certifies as to his/her own organization, that in connection with this bid: 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 Bidder or with any competitor; any prices and/or data quoted for this bid have not been knowingly disclosed by the Bidder and will not knowingly be closed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made or will be made by the Bidder to induce any other person or firm to person or persons interested in this bid, 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 no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees of the Bidder.

**29) PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "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/services to a public entity, may not submit a bid on a Contract with a public entity for construction or repair of public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or 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 provided in Sections 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list." By submitting a bid, vendor certifies that vendor is not currently prohibited from transacting business with the District due to the above statute. The vendor shall comply with the terms of this statute both before and during the term of this Contract.

**30) SUBCONTRACTING:** Unless otherwise specified in this solicitation, the Contractor shall not subcontract any portion of the work without the prior written consent of the District. Subcontracting without prior consent of the District may result in termination of the Contract for default. If subcontracting is permitted by the District, the Contractor agrees that his/her company is as fully responsible to the District for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them as he/she is for the acts and omissions of persons directly employed by him/her. Nothing contained in the Contract documents shall create any Contractual relationship between any Subcontractor and the District.

**31) MODIFICATION OF CONTRACT:** Any Contract resulting from this bid package may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the Contract and/or change order as appropriate.

**32) SUCCESSORS AND ASSIGNS:** The vendor shall not assign any interest in any Contract resulting from this bid package and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the District, except that claims for the money due or to become due to the vendor from the District under any Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the District. Notice of such transfer or assignment due to bankruptcy shall be promptly given to the District.

**33) CONFLICTS OF INTEREST – DISTRICT OFFICERS, EMPLOYEES OR BOARD MEMBERS:** The Florida Code of Ethics regulates the ability of the District to contract with its public officers (including board members), employees, and their immediate relatives. Respondents shall disclose any such potential conflicts on the provided Conflict of Interest Form. Respondents are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Respondent is in doubt as to their ability to contract with the District, they shall seek a conflict of interest opinion from the Administrator or his/her designated representative prior to submittal of a response.

**34) TRUTH-IN-NEGOTIATIONS CERTIFICATE:** If applicable, execution and signature by the vendor of the Bid Form shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract.

For professional service Contracts, the original Contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the Contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The District shall exercise its rights under this "Certificate" within one (1) year following payment. NOT APPLICABLE FOR THIS BID.

**35) STATE REGISTRATION REQUIREMENTS:** Any Bidder required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

**36) PERFORMANCE EVALUATION:** At the end of the Contract, the District may evaluate the successful Bidder's performance. This evaluation may become public record.

**37) NON-EXCLUSIVE CONTRACT:** Award of this Contract shall not require the District to use the Vendor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The District reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the District.

**38) CONTACT PROHIBITION:** All prospective Bidders are hereby instructed **NOT** to contact any board member of the District, or any District staff member other than the Authorized Contact Persons, identified in this Bid package regarding this solicitation package, Bidder's submittal package, the District's Intent to Award, or the District's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

**39) CONTRACTING WITH DISTRICT EMPLOYEES OR BOARD MEMBERS:** Any District employee, Board member or member of his or her immediate family seeking to Contract with the District shall seek a conflict of interest opinion from the Administrator or their designated representative prior to submittal of a response or application of any type to Contract with the District. The affected employee or Board member shall disclose his or her assigned function within the District and interest or the interest of his or her immediate family in the proposed Contract and the nature of the intended Contract.

Florida Statute §112.313(12) Standards of Conduct for Public Officers, Employees of Agencies, And Local Government Attorneys controls contracting with The District employees or board members, and provides as follows:

(12) EXEMPTION --The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body. In instances in which appointment to the advisory board is made by an individual, waiver may be effected, after public hearing, by a determination by the appointing person and full disclosure of the transaction or relationship by the appointee to the appointing person. In addition, no person shall be held in violation of subsection (3) or subsection (7) if:

(b) The business is awarded under a system of sealed, competitive bidding to the lowest or best Bidder and:

1. The official or the official's spouse or child has in no way participated in the determination of the bid specifications or the determination of the lowest or best Bidder;
2. The official or the official's spouse or child has in no way used or attempted to use the official's influence to persuade the agency or any personnel thereof to enter such a contract other than by the mere submission of the bid; and
3. The official, prior to or at the time of the submission of the bid, has filed a statement with the Commission on Ethics, if the official is a state officer or employee, or with the supervisor of elections of the county in which the

agency has its principal office, if the official is an officer or employee of a political subdivision, disclosing the official's interest, or the interest of the official's spouse or child, and the nature of the intended business.

**40) DECLARATION OF EXEMPTION FROM PUBLIC RECORD:** Pursuant to Florida Statute §119.071(1)(b)(2), all bid documents are exempt from public record until such time as the District provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier.

Per F.S. §119.07, Contractor shall comply with all public records laws, and shall specifically:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the District for the service to be performed.
- (b) Upon request from the District, provide the District, at no cost, 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 for by law. All records kept electronically must be provided to the District, upon request, in a format that is compatible with the information technology systems of the District.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

**41) PUBLIC RECORDS LAW:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, TERESA HERZOG, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 474-3217; E-MAIL: [therzog@ewdfi.com](mailto:therzog@ewdfi.com)**

**42) PROTESTS:** Protests can only be made by Parties that submitted a bid to the District's solicitation. Protests must be submitted in writing to the Procurement Manager at [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com), no later than three (3) business days after the day the Notice of Recommendation to Award is published and distributed. Protests may be sent by certified mail or submitted by electronic mail. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadline will not be considered. The Procurement Manager will respond to protests no later than seven (7) business days from the day it is received. In the event of a protest the determination and decision of the District's Administrator shall be final. Any and all costs incurred by a protesting party associated with a protest shall be the sole responsibility of the protesting party.

**43) FORCE MAJEURE:** The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. The non-performing party shall provide written notice within five (5) days of the event of force majeure, describing the event in sufficient detail, provide a good faith estimate of the duration of the delay, proof of how the event has precluded the non-performing party from performing, and the means and methods for correcting the delay; and continues to furnish timely reports of all actions required for it to commence or resume performance of its obligations under this agreement. Economic hardship of a party does not

constitute an event of force majeure. A party will not be excused from performance due to forces that it could have reasonably prevented, removed or remediated prior to, during, or immediately after their occurrence.

The non-performing party's affected obligations under this agreement will be temporarily suspended during, but not longer than, the continuance of the event of force majeure and a reasonable time thereafter as may be required to commence or resume performance of its obligations. Notwithstanding the above, performance shall not be excused under this section for a period exceeding two (2) months, provided that in extenuating circumstances, the District may excuse performance for a longer term.

**44) GOVERNING LAW, VENUE AND SEVERABILITY**

The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

**45) AUDIT:** The District shall have the right to audit vendor's records that relate to this Contract. Records shall be maintained for a period of three (3) years from the date of final payment.

**46) UNAUTHORIZED ALIEN WORKERS:** The District will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers. Per Florida Statutes 448.09, Unauthorized aliens, employment prohibited and 8 USC 1324a Unlawful employment of aliens, it is unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

**47) E-VERIFY:** The District, Contractor and every subcontractor shall register with and use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all new employees are required by Section 448.095, Florida Statutes. A Contractor who enters into a contract with a subcontractor must require that the subcontractor provides the Contractor a certification by affidavit stating that at the time of such certification and during the terms of the contract, the subcontractor does not and will not employ, contract, or subcontract with an unauthorized alien, who is not authorized under federal law to be employed in the United States, as described in 8 U.S.C.S.1324A(H)(3). The Contractor shall comply with all other federal laws pertaining to the subcontractor.

**48) NON-DISCRIMINATION:** The District does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. Pursuant to F.S §287.134(2)(a), an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or 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.

**49) EQUAL EMPLOYMENT OPPORTUNITY:** The District, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that it will ensure that in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit replies in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

**50) SCRUTINIZED COMPANIES:**

(a) Certification. As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must certify on a form provided by the District, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.

- (b) Requirements. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000 or more, the Contractor must certify on a form provided by the District, that all of the following are true:
1. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
  2. The Contractor is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and
  3. The Contractor is not engaged in business operations in Cuba or Syria.
- (c) Termination. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the District may terminate this Contract.
- (d) Penalty.
1. A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of this Contract, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and
  2. Will be ineligible to bid on any contract with the District for three (3) years after the date the District determined that the Contractor submitted a false certification.
- 51) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:** Respondents are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the District will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Respondent is a responsible contractor. Respondents are further notified that the District may not give preference to a Respondent based on the Respondent's social, political, or ideological interests.
- 52) INDEMNIFICATION**
- (a) To the extent permitted by Florida law, the Contractor must indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Agreement. The Agreement does not constitute a waiver of sovereign immunity or consent by the district or its subdivisions to suit by third parties.
- (b) The District shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. In the event of a claim, the District must promptly notify the Contractor in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as federal express or ups) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement.
- (c) This Agreement for indemnification shall survive termination or completion of the Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the District and such insurance coverage will not be deemed a limitation on the Contractor's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).
- (d) Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the District as set forth in Florida statutes, Section 768.28. The terms of this section survive the termination of this Agreement.
- (e) Further, the Contractor shall fully indemnify, defend, and hold harmless the District, from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right.

## INSURANCE REQUIREMENTS

The successful bidder shall procure and maintain, during the life of this Contract, the following types of insurance coverage and shall furnish certificates representing such insurance to the District. The policies of insurance shall be primary and written on forms acceptable to the District and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "A-Excellent: FSC VII." No changes are to be made to these specifications without prior written approval by the Administrator or designee. The Administrator or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the successful bidder.

**WORKERS COMPENSATION:** Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include proof of current Worker's Compensation coverage. If the Bidder is exempt from Worker's Compensation per state statute, a current copy of the exemption needs to be submitted with the bid.

**COMPREHENSIVE COMMERCIAL GENERAL LIABILITY:** Occurrence form required. Aggregate must apply separately to this Contract/job. Minimum \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises. The District is to be named additional insured.

**BUSINESS AUTOMOBILE LIABILITY:** To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with Contractual liability coverage for all work performed under this agreement.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the District is provided notice as stated within the policy. It is the Contractor's responsibility to provide notice to the District.

### A. SPECIAL REQUIREMENTS:

1. **Occurrence Basis:** All policies required by this Contract, with the exception of Workers' Compensation, are to be written on an occurrence basis. Claims Made Policies will be accepted for professional and hazardous materials and such other risks only as authorized by the District's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
2. **Additional Insured:** All policies required by this Contract, with the exception of Workers' Compensation, **shall name the Englewood Water District, its Board Members, officers, agents, and employees as additional insureds** as their interest may appear under this Contract. This MUST be written in the description of operations section of the insurance certificate, even if there is check-off-box on the insurance certificate. Any costs for adding the District as "additional insured" shall be at the Contractor's expense.
3. **Certificates of Insurance:** All certificates of insurance must be on file with and approved by the District before commencement of any work activities under this Contract. All certificate(s) of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements. Certificates of Insurance evidencing claims made or occurrences.

Form coverage and conditions to this Contract, as well as the contract number and description of work, are to be furnished to the District's Purchasing Office prior to commencement of work AND a minimum

of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

4. Premiums and Deductibles: The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retention to which such policies are subject, whether or not the District is an insured under the policy. The Contractor's insurance is considered primary for any loss regardless of any insurance maintained by the District. The Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
5. Waiver of Subrogation: The Workers Compensation policy is to be endorsed with a waiver of subrogation. The insurance company, by proper endorsement or through other means, agree to waive all rights of subrogation against the District, its officers, officials, agents, employees and affiliates, and the District's insurance carriers, for losses paid under the terms of these policies that arises from the contractual relationship or work performed by the Contractor for the District. It is the Contractor's responsibility to notify each insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, and any subcontractors, agree to waive all rights of subrogation against the District, its officers, officials, agents, employees, affiliates and volunteers, and the District's insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible for.

#### B. POLICY FORM

- i. All policies, required by this Agreement, with the exception of Workers Compensation, are to be written on an occurrence basis, shall name the Englewood Water District, its Board Members, officers, agents, and employees as additional insured as their interest may appear under this Agreement.
- ii. Insurance requirements itemized in this Agreement, and required of the Contractor, shall be provided by or on behalf of all Subcontractors to cover their operations performed under this Agreement. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to Subcontractors.
- iii. Each insurance policy required by this Agreement shall:
  1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
  2. Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the District's Purchasing Department by written notice via certified mail, return receipt requested.
- iv. The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- v. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of Contractor's liability for indemnity of the District shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.



- vi. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under the policy.
- vii. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the District's Purchasing Department. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the agreement number and description of work, are to be furnished to the District's Purchasing Department prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the District's Purchasing Department before the Contractor will be allowed to commence or continue work.

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## SPECIAL PROVISIONS

1) **INTENT OF CONTRACT:** Bid forms shall set forth firm prices for furnishing all necessary materials and completing all work, including but not limited to labor, supplies, transportation, supervision and equipment as described in the Scope of Work. Multiple vendor awards may be recommended.

2) **INITIAL TERM OF CONTRACT AND CONTRACT RENEWAL:** The initial contract period shall be for three (3) years, commencing on the date of award. In addition, the District reserves the right to renew the contract for one (1) additional three (3) year period, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the District, contingent upon budget approval.

3) **TERMS RELATING TO PRICE:** Unless otherwise noted by the District, all prices shall be firm through the period of the Contract or purchase order and shall not be subject to increase. In the event of a manufacturer's or Contractor's price decrease during the Contract period, the District shall receive the full benefit of such price reduction on any undelivered goods or services on an existing purchase order and on any subsequent order placed during the Contract period. Procurement must be notified in writing of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of Contract for cause, pursuant to these Terms and Conditions.

☐ In the event of a manufacturer's price increase during the Contract period, the Contractor shall submit proof from the manufacturer of said increase, and the District may accept the price increase at the time of Contract renewal, or terminate or re-bid the Contract, in whole, or in part, whichever is in the best interest of the District.

☒ The cost of all services as bid herein shall remain firm for the first year of the Contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, the latest yearly percentage increase in the Producer Price Index (PPI): Welding and Soldering Equipment Manufacturing (PCU333992333992) as published by the Bureau of Labor Statistics, U.S. Dept of Labor whichever is less. The yearly increase, or decrease in the PPI shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the District at least sixty (60) days prior to the Contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Contract. Only one (1) annual adjustment is allowed if requested within the stipulated time period permitted. In the event the PPI or industry costs decline, the District shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry.

Equitable Adjustments: The District may, in its sole discretion, make an equitable adjustment in this Contract's terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control; (2) the volatility affects the marketplace or industry, not just this particular Contract's source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the Contractor that continued performance of this Agreement would result in a substantial loss. Any and all equitable adjustments will be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the District periodically to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the District will terminate the adjustment and notify the Contractor. The District may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive. In the event the District does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the District, the Contract may be cancelled by the District upon giving thirty (30) days written notice to the Contractor.

4) **QUALITY OF WORK:** The Bidder agrees to do the work covered under this Contract to the best of his/her ability and conforming to this Contract and specifications, and of an acceptable quality to the trades. The Bidder further agrees to follow proper and appropriate instructions from the District.

**5) REFERENCES:** The Bidder shall submit a minimum of three (3) recent within the past five (5) years, references of projects of similar size and scope for municipal (preferable) or commercial projects.

Each reference shall include a project description, project location, name, e-mail and phone number of a contact person, total project amount, and completion date.

The District reserves the right to make contact with any or all of the clients to acquire a reference.

**6) AUTHORITY OF THE DISTRICT:** All work shall be performed to the District's satisfaction. It is agreed by the parties hereto that the District shall decide all questions and disputes which may arise relative to the interpretation to the Scope of Work and fulfillment of the Contract.

The District may examine and inspect the work to ensure compliance with the requirements of the Contract documents, and workmanship relative to the Scope of Work.

The District has the authority to:

- (a) Stop the work, if it is determined that such stoppage may be necessary to ensure the proper execution of the Contract;
- (b) Reject all work that does not conform to the Contract; and
- (c) Resolve all questions that arise in the execution of the work.

**7) SUSPENSION OF WORK:** The District may at any time suspend work by giving ten (10) calendar days' notice to the Contractor in writing. The District shall reimburse the Contractor for expenses incurred by the Contractor in connection with work under the Contract as a result of such suspension, unless such suspension was caused by actions of the Contractor. However, if the work or any part thereof shall be stopped by a notice in writing aforesaid, and if the District does not give written notice to the Contractor to resume work within thirty (30) calendar days of the date fixed in the written notice to suspend, then the Contractor will be entitled to the estimates and payment for all work done, unless such suspension was caused by actions of the Contractor.

**8) DISTRICT'S RIGHT TO DO WORK:** If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with the provisions of this Contract, the District, after seven (7) days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct from the payment due the Contractor.

**9) CONTRACTOR'S SUPERVISION AND EMPLOYEES:** The Contractor shall supervise, inspect and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. The Contractor shall be solely responsible for the means, methods, techniques, sequence and procedures necessary for the orderly progress of the work, and to maintain all safety precautions needed. The Contractor shall at all times enforce strict discipline and good order among his/her employees, and shall not employ any unfit person or anyone unskilled in the work assigned to him/her. The Contractor shall be responsible to see that the completed work complies fully with the Contract documents.

The Contractor shall have on the work site at all times, an English-speaking Superintendent or designee, technically qualified, who is an employee of the Contractor and who shall not be replaced without written notice and approval of the District. The Superintendent will be the Contractor's representative on the job and shall have authority to act on behalf of the Contractor. The Superintendent shall be present at the work site at all times when work is in progress and direct the employees of the Contractor.

**10) CONTRACTOR'S RESPONSIBILITY OF EXISTING CONDITIONS:** The exhibits, scope of work and other documents provided are intended to provide the Contractor with known conditions of the existing site and proposed work area. The Contractor will be responsible to conduct any and all investigation, survey, or other activities required to fully understand the existing site and conditions that will be encountered during the project, and on which their bid will be based. The District will not consider or approve any claim for additional time or monetary compensation submitted by the Contractor caused by unknown site conditions or a failure by the Contractor to fully investigate and understand the full extent and nature of the work.

**11) PERMITS AND REGULATIONS:** Any permits and licenses necessary for the execution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the District, he/she shall bear all costs arising therefrom. Contractor shall provide to the District a copy of any applicable licenses needed to perform the work.

**12) CORRECTION OF WORK BEFORE PAYMENT:** All work and materials shall be subject to the inspection of the District who shall be the final judge of work performed. Should they fail to meet the District's approval, they shall be replaced, and/or corrected by the Contractor at his/her own expense. If any portion of the work pertaining to this Contract was not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor may be delayed until work is satisfactorily corrected, completed and accepted by the District.

**13) PROTECTION OF WORK AND PROPERTY:** The Contractor shall consistently maintain protection of all his/her work from damage and shall protect the District's property from injury or loss arising out of work pertaining to the Contract.

**14) CHANGES IN WORK:** Without invalidating the Contract, the District may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. Such work will be executed under the terms of the original Contract. The change and amount of compensation must be agreed upon in writing by both parties involved, and attached as an amendment to the original Contract.

**15) CLEAN UP:** After the work has been completed, the Contractor shall promptly remove any temporary structures, used materials and equipment, rubbish and waste materials resulting from the operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the District. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There will not be an increase in time or price associated with such removal, and payment may be withheld until such work is completed.

**16) CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER:** It is hereby made a part of this invitation to bid that before, during, and after a public emergency, hurricane, disaster, flood, or acts of God, that the District, shall require a "first priority" basis for goods and services as opposed to a private citizen. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the District. The Contractor shall furnish a "24 hour" phone number in the event of such an emergency.

**17) GUARANTEE:** The Contractor shall warrant all work performed by him/her, or defects resulting from the use of inferior materials, equipment, or workmanship, for a period of one (1) year from final completion of the work, or written acceptance from the District. Any faulty work will be fully corrected at no cost to the District and restored work will be warranted for one year from the date of acceptance. This will not release additional warranties, if applicable required by other sections.

If any work is found to be defective, the Contractor shall promptly, without cost to the District, and in accordance to the District's written instruction, either correct such defective work, or if it has been rejected by the District, remove it from the site and replace it with non-defective work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the District may have defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for any additional professional services shall be paid for by the Contractor.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract documents. If any part of the work is guaranteed for a longer period, the longer period will prevail.

**18) SAFETY AND PROTECTION:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All employees on site and other persons who may be affected;
- (b) All work, materials and equipment to be utilized, whether in storage on or off the site: and
- (c) Other property at or adjacent to the site.

**19) ACCIDENTS:** The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone injured in connection with the work. The Contractor must promptly report in writing to the District, accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to the site, which causes death, personal injury or property damages, giving full details and statements of witnesses. If death, serious injuries or serious damages occur, the accident shall be reported immediately to the District.

**20) INDEPENDENT CONTRACTOR:** The Contractor shall legally be considered an independent contractor and neither the Contractor or any of its employees shall, under any circumstances be considered employees or agents of the District. The District shall at no time be legally responsible for any negligence or other wrongdoing by the Contractor, employees or its agents. The District shall not withhold from the Contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the District shall not provide to the Contractor any insurance coverage, or other benefits, including workers' compensation, normally provided by the District for its employees.

**21) QUANTITIES:** The estimated quantities provided is an approximation only and not guaranteed. The District does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities. The District also reserves the right to increase or decrease the quantity to meet additional or reduced requirements of the District, without such change affecting the contract unit price set forth in the bid form by the Contractor.

**22) GRANT FUNDING:** In the event any part of the Contract is to be funded by federal or state funds, the Contractor agrees to comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable according to the requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Contractors shall assist with the submission of all required forms and documents as part of the grant funding requirements. The Contractor further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or relationships the Contractor creates to support his/her services to the District under this Contract.

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## SCOPE OF WORK

1) **OBJECTIVE:** The Englewood Water District is hereby seeking bids from qualified and certified Contractors to provide welding and fabrication services on an as-needed basis, at various locations throughout the District.

2) **SCOPE OF WORK:** The scope of work covers mobile and shop welding services and incidental work required for fabrication and/or repairs required on new/existing equipment maintained by the District at the treatment plants as well as in the water distribution, wastewater collection and transmission system. Contractor shall provide costs for welding and fabrication services as described in this section, to include all material, equipment, tools, supplies, time, and transportation necessary for or incidental to all welding and/or fabrication work as requested by the District.

3) **ON SITE/IN SHOP REPAIRS:** The Contractor shall be certified by an American Welding Society (AWS) accredited Testing Facility as a Qualified Welder for work that is performed for the District. Contractor shall have experience with and be capable of providing the following types of services On Site/In the Field:

- Stick metal arc welding(SMAW)
- Mig welding (GMAW)
- Tig welding (GTAW)
- Steel cutting and grinding
- General metal repairs

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to the general public who may be affected thereby.

4) **OFF SITE SERVICES:** Based on the type of welding and/or repairs required, the Contractor may on occasion be able to perform some fabrications at its shop location. The District representative shall have the right to determine the work to be done off-site instead of on-site.

5) **WELDING PRACTICES:** The Contractor shall follow the proper welding procedure and shall guarantee that the finished weldment will meet the requirements of the intended use.

All work shall comply with applicable laws, ordinances and regulations. Workmen shall perform such service in accordance with the latest industry standards, regulations and applicable safety standards.

No work shall be done except as directed by the District representative. All work shall be performed in accordance with the instructions of the District representative and shall be satisfactory for the use intended.

Base metals shall be thoroughly cleaned of all slag, paint, grease, corrosion, oils, moisture, etc. and any foreign materials shall be removed.

All weld slag shall be removed and each weld shall be thoroughly cleaned before making the next weld or pass.

All defective welds shall be removed prior to welding. Welds shall be thoroughly inspected and defective welds shall be removed and replaced with proper welds.

Welds shall present a finished appearance; overlaps and undercuts shall be properly repaired.

6) **INSPECTION:** If inspection is requested or required, the Contractor shall notify the District Representative in enough time prior to starting the work so that the District Representative can be present to inspect the welding operations.

7) **CLEANUP:** The Contractor shall keep District's premises free from accumulation of waste materials or rubbish caused by his/her operations at all times. Upon completion of the work, Contractor shall remove all waste materials and

rubbish from and around the facility, as well as all tools, equipment, machinery, and surplus materials, and shall clean all building surfaces, and leave the area "broom-clean".

8) **HOURS OF SERVICE:**

Non-Emergency Repairs

The Contractor shall complete all non-emergency on-site repairs and fabrications during the normal working hours of the District. Normal working hours are Monday through Friday 7:00 a.m. to 5:00 p.m. (excluding District holidays). Each non-emergency repair or restoration must be completed within five (5) working days of the District Representative's request for such work.

Emergency Repairs

Emergency repairs and/or fabrications must be completed within twenty-four (24) hours of notification. Emergency repairs or fabrications may require work to be performed during non-working hours, nights, weekends or holidays. All repairs or fabrications including after-hours work must be approved by the District Representative.

The Contractor shall respond with certified personnel, proper equipment and parts/materials to all calls. Contractor's work vehicle shall be stocked and equipped with common parts and supplies to facilitate repairs in a timely manner. Failure to respond within the time period may serve as grounds for termination of contract.

9) **CONTRACTOR SUBMITTAL, REQUIREMENTS AND QUALIFICATIONS:**

The Contractor must have successfully completed within the past five (5) years a minimum of three (3) municipal/commercial welding projects. The contact information for those projects must be listed on the provided Reference List of this bid document. Such list shall be complete with telephone numbers, email addresses and contact person(s). By submitting a bid, the Contractor authorizes the District Representative to conduct reference investigations as needed.

A list of employees that will be involved in performing the work under this award, including years of experience and any licensing and certifications received. In addition, any licenses/certifications for the company pertinent to the work described herein should also be included. (Submit under Attachment 7 – Other Documentation)

Contractor should possess at the time of bidding and throughout the term of the contract, all necessary accreditations/certifications, permits and/or licenses to perform the work herein described within Sarasota and Charlotte Counties, Florida. **Copies of all licenses, certifications and credentials must be included with your bid submittal.**

Bidder must be certified by an American Welding Society (AWS) accredited testing facility as a qualified welder for all work to be performed at the District.

The Contractor shall be located within an approximate **50-mile radius** of Englewood Water District, located at 201 Selma Ave, Englewood, FL 34223.

The Contractor is to resolve any complaint as a result of their work within a 72-hour timeframe.

The Contractor shall be responsible for all necessary measurements and for the accurate fitting of all work.

The Contractor may be requested to provide equipment and labor, capable of providing welding repairs and fabrication services at elevations up to fifty (50) feet above ground level.

Base metals shall be thoroughly cleaned of all slag, paint, grease, corrosion, oils, moisture. All foreign materials shall be removed prior to any welding. All weld slag shall be removed, and each weld shall be thoroughly cleaned before making the next weld or pass.

All defective welds shall be removed prior to welding. Welds shall be thoroughly inspected and defective welds shall be removed and replaced with proper welds.

Welds shall present a finished appearance; overlaps and undercuts shall be properly repaired.

The Hot Work requirements shall be in accordance with OSHA regulations and the National Fire Protection Association (NFPA) recommendations with the goal of preventing Hot Work fires.



10) **DISPATCH OF WORK:** Service calls will be dispatched to the Contractor through the managers or designee from the District. For each project covered by this Contract, the Contractor shall submit an itemized estimate following bid form pricing, giving a full description of the project to the Requestor for their review and approval.

11) **INVOICES:**

The Contractor shall furnish invoices for all work performed. Each project requires individual invoices that shall include breakdown of the specific service(s) provided, in accordance with the services listed in this solicitation. Invoices shall contain, but not be limited to, the following information:

- a Purchase Order number
- b Job site location
- c Dates (Start date and Completion date)
- d Materials used, including mark up
- e Description of work performed (service provided)
- f Itemization of fees due for services rendered

The Contractor will not be compensated for any work that has not been authorized or accepted by the District Representative. The District shall only pay the appropriate hourly rate commencing when the Contractor's personnel report to the District's authorized representative and ending when the Work is completed (actual hours worked).

12) **CONTRACTOR RATES:**

The Contractor agrees to charge for services at the actual per service rates shown on the Bid Sheet and shall not be governed by any pre-determined rates that may be customarily or otherwise used in calculating charges for work performed.

The Contractor shall include the cost for all consumables (gas, wire, and welding rods, etc.) in the per service rate bid.

The District will not allow a trip charge on any repairs. This shall include any repairs or restorations wherein the Contractor leaves the designated District location and returns. The District shall not pay travel time to or from any worksite.

Shop rate shall include pickup and/or delivery cost to all sites.

13) **PARTS AND MATERIALS:** Contractor shall provide parts and materials on an as-needed basis. The cost of the parts and material shall be based on a "cost- plus percentage mark-up". Any parts authorized by the District shall be paid at the Contractor's cost, plus no more than fifteen percent (15%). A copy of the Contractor Service Company's invoice for payment for such parts and materials shall be submitted with the Contractor's invoice for payment.

All materials to be utilized shall conform to standards of trade, manufacturers' recommendations, and be acceptable to the District.

The Contractor shall be expected to negotiate and obtain the lowest prices possible when purchasing materials for sale to the District.

14) **EQUIPMENT RENTALS:** The Contractor shall provide adequate moving, lifting and transportation capability for all equipment covered under this contract. For rental of such equipment not owned by the Contractor, it is expected that the rental price paid by the Vendor shall be billed to the District plus no more than fifteen percent (15%) markup. Contractor shall be required to provide a rental receipt to the District upon invoicing for verification. The District will not pay rental charges on an invoice without cost verification.

15) **SUBCONTRACTORS:** Additional Services provided by the use of a subcontractor shall be reimbursed at the actual cost of the subcontractors' work. Invoices from subcontractors must be provided in order to receive payment of the pass-through cost.

Subcontractors shall not be utilized on a regular basis but on occasion and in the event of an emergency wherein the Contractor is unable to fulfill the response time requirement. The District shall approve any and all subcontractors used to respond to calls for service. The Contractor is fully responsible to the District for the acts and omissions of subcontractors and of persons either directly or indirectly employed by said subcontractor. Nothing contained in the contract documents shall create any contractual relations between any subcontractor and the District. The subcontractor shall follow the scope of services as stated herein. Prior to any Subcontractor's response to District calls for service, the Contractor shall obtain written approval from the District of the subcontractors used within the terms of this contract. Subcontractors shall maintain the same types and limits of insurance as required of the Contractor.

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## BID FORM

The undersigned, as Bidder declares that he/she has read the Bid Documents comprising of Request for Bids, Instructions to Bidders and General Provisions, Insurance Requirements, Special Provisions, Scope of Work, and other related documents included in this bid package for **RFB 2024-139 Welding and Fabrication Services**, and agrees to provide services as specified in the Bid Documents, in accordance to the price submitted in this Bid Form.

The Bid Documents, as listed above, are incorporated into the Bid Form and shall be defined as contract documents.

### A) BID DETAILS

	<i>Rate/hr (\$)</i> <b>A</b>	<i>Estimated Quantity (Hours) B</i>	<i>Extended Cost (\$)</i> <b>= A X B</b>
Field Rate (Non Emergency)		250	
Field Rate (Emergency)		30	
Shop Rate		60	
<b>LABOR TOTAL (\$)</b>			

Material and Parts - No More than 15% Markup

Equipment Rental - No More than 15% Markup

---

(Bid Total in Words)

**\* Rate is all inclusive. Separate travel, mileage, or service call charges will not be paid.**

### B) SUBMITTED DOCUMENTATION

Please indicate below, signed and completed documentation that have been included with your bid:

- ☐ Attachment 1 - Statement of Organization Form  
(Bidder must submit proof that the company is authorized to conduct business in the State of Florida, and currently has an active status. Bidder shall submit Registration Certificate from the Florida Department of State, Division of Corporations, establishing you company as eligible to conduct business in the State of Florida. Please refer to [www.sunbiz.org](http://www.sunbiz.org) for more information. For companies registered outside of Florida, bidder must also submit proof that their firm name is registered with their state or origin.)
- ☐ Attachment 2 - References List
- ☐ Attachment 3 - Public Entity Crime Information Form
- ☐ Attachment 4 - Non-Collusive Affidavit
- ☐ Attachment 5 - Conflict of Interest Form

☐ Attachment 6 - Scrutinized Company Certification Form

☐ Attachment 7 – Other Documentation: List of employees with years of experience, their licenses and/or certifications as applicable and proof of required insurances

**C) ADDENDUM ACKNOWLEDGMENT (IF APPLICABLE)**

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been incorporated into the Bid total.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**D) INSURANCE REQUIREMENTS**

The Bidder certifies that he/she has reviewed and is able to meet all the insurance requirements, and if awarded the Contract, will provide insurance certificate(s) to the District, before commencement of any work or within 10 days of Contract award, whichever is earlier.

**E) REVIEW FOR ACCURACY**

The Bidder also acknowledges that all prices have been reviewed for accuracy, all price corrections initialed, all price extensions and totals have been thoroughly examined. By signing this Bid Form, the Bidder guarantees that he/she will not withdraw the submitted bid for a period of 90 days after the scheduled time for bid opening.

**F) DECLARATION OF EXEMPTION FROM PUBLIC RECORD**

In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replied received by an agency pursuant to a competitive solicitation are exempt from public record until such a time as the District provides notice of an intended decision or until 30 days after opening the bids, whichever is earlier. Bid results will be posted on DemandStar. No information regarding the submittal will be divulged over the phone.

Name of Bidder's Company: \_\_\_\_\_

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

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

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature of Authorized Personnel: \_\_\_\_\_

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

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

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

**PLEASE RETURN FORM IF SUBMITTING A BID.**

## ATTACHMENT 1 - STATEMENT OF ORGANIZATION

Name of Business: \_\_\_\_\_

DBA (if any): \_\_\_\_\_

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): \_\_\_\_\_

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

\_\_\_\_\_

Mailing Address (If applicable): \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Name/Title of person authorized to bind: \_\_\_\_\_

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

Are you registered with the State of Florida Department of State? ☐ Yes or ☐ No

If yes, what is your document number? \_\_\_\_\_

Does your company currently have an active registration status? \_\_\_\_\_

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

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

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

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

☐ is personally known to me or ☐ has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida

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

Commission No: \_\_\_\_\_

PLEASE RETURN FORM IF SUBMITTING A BID.

## ATTACHMENT 2 – REFERENCES LIST

**REFERENCES/CLIENT LISTING:** Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

1. Company/Entity Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Type of Service Supplied: \_\_\_\_\_

Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_

2. Company/Entity Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Type of Service Supplied: \_\_\_\_\_

Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_

3. Company/Entity Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone# \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Type of Service Supplied: \_\_\_\_\_

Governmental or Private: \_\_\_\_\_ Dollar Value of Contract \$ \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

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

**PLEASE RETURN FORM IF SUBMITTING A BID.**

### ATTACHMENT 3 - PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, 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 of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, Subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, \_\_\_\_\_, being an authorized representative of the Respondent,  
\_\_\_\_\_, located at \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_, have read and understand  
the contents above. I further certify that Respondent is not disqualified from replying to this solicitation because of F.S.  
§287.133.

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

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

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

\_\_\_\_\_  
(Title)

State of Florida

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who ☐ is  
personally known to me or ☐ has produced his driver's license as identification.

NOTARY SEAL:

\_\_\_\_\_  
Notary Public - State of Florida

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

Commission No: \_\_\_\_\_

PLEASE RETURN FORM IF SUBMITTING A BID.



## ATTACHMENT 4 - NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_  
County of \_\_\_\_\_

SS. }

Before me, the undersigned authority, personally appeared:

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

1. He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ (Company Name), the Respondent that has submitted the attached reply;

2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;

3. Such reply is genuine and is not a collusive or sham reply;

4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any Respondent, firm, or person to fix the price or prices in the attached reply or of any other Respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

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

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

☐ is personally known to me or ☐ has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida

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

Commission No: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

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

PLEASE RETURN FORM IF SUBMITTING A BID.

## ATTACHMENT 5 - CONFLICT OF INTEREST FORM

F.S. §112.313 places limitations on public officers (including advisory board members) and employees' ability to contract with the District either directly or indirectly. Therefore, please indicate if the following applies:

### PART I.

- ☐ I am an employee, public officer or advisory board member of the District  
\_\_\_\_\_ (List Position Or Board)
- ☐ I am the spouse or child of an employee, public officer or advisory board member of the District  
Name: \_\_\_\_\_
- ☐ An employee, public officer or advisory board member of the District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
Name: \_\_\_\_\_
- ☐ Respondent employs or contracts with an employee, public officer or advisory board member of the District  
Name: \_\_\_\_\_
- ☐ None of The Above

### PART II.

Are you going to request an advisory board member waiver?

- ☐ I will request an advisory board member waiver under §112.313(12)
- ☐ I will NOT request an advisory board member waiver under §112.313(12)
- ☐ N/A

The District shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any Bidders whose conflicts are not waived or exempt.

COMPANY: \_\_\_\_\_

SIGNATURE OF AUTHORIZED PERSONNEL: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

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

PLEASE RETURN FORM IF SUBMITTING A BID.

## ATTACHMENT 6 - SCRUTINIZED COMPANY CERTIFICATION FORM

Contractor Name: \_\_\_\_\_  
Authorized Representative Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: ZIP: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a Contract with the Englewood Water District for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such Contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

### **CHOOSE ONE OF THE FOLLOWING**

\_\_\_ This Contract or Contract renewal is for goods or services of any amount. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

\_\_\_ This bid, proposal, Contract or Contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the Contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.

Certified By:

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

Printed Name:

Title:

Date:

**PLEASE RETURN FORM IF SUBMITTING A BID.**

## ATTACHMENT 7 – OTHER DOCUMENTATION

**Please include in the bid submission:**

- (1) List of Employees and their years of experience, their current licenses and/or certifications as applicable; and**
- (2) Proof of required insurances.**