



REQUEST FOR BIDS

RFB 2024-140

REPLACEMENT OF LIME PLANT FILTER MEDIA – FILTER No.2

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. 2024-140

REPLACEMENT OF LIME PLANT FILTER MEDIA – FILTER No. 2

The Englewood Water District (also known as the “District”) is requesting sealed bids to secure the services of an experienced, competent and responsible Contractor capable of replacing filter media supplied by the District and replacement of the wheeler floor plates (if needed) at the Lime Plant, per the attached specifications. The work to be bid consists of all labor, transportation, services, 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 31 (Wed), 2024.

OPTIONAL SITE VISIT: July 17 (Wed), 2024 at 10:00 a.m. (EST)
Bidders will **ONLY** be allowed to access the project site at this time.

BID OPENING: July 31 (Wed), 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 Technical Specifications 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 email to **Bee Ling Wheaton**, bwheaton@englewoodwater.com. All questions and clarifications must be submitted via e-mail by **12:00 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: June 21, 2024, on www.englewoodwater.com and 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. 2024-140 REPLACEMENT OF LIME PLANT FILTER MEDIA – FILTER No. 2**

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).

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 or faxed to the District at 941-460-1025.

INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS

1) QUALIFICATIONS OF BIDDER: The District intends to award this Contract to the lowest responsive and responsible Bidder, qualified by experience and solvency, 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. 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.

2) EXAMINATION OF BID DOCUMENTS: Prior to the submission of a bid, Bidders will carefully examine the Instructions to Bidders, General Provisions, Insurance Requirements, Technical Specifications, 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. It is the Bidder's responsibility to view the bid package on Demand Star and download all issued addenda or to contact the District to determine if addenda were issued.

3) OPTIONAL SITE VISIT: There will be a non-mandatory on-site meeting at Englewood Water District, 201 Selma Ave, Englewood, FL 34223, on **July 17 (Wed), 2024 at 10:00 a.m. EST**. Each Bidder may examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions that may affect any work done for the project. The Bidder's failure to familiarize himself with such conditions will not relieve him from the necessity of furnishing any materials or performing the work specified in this bid package, at bid prices submitted. **Verbal clarifications received are non-binding. Bidder will e-mail questions to Purchasing after the meeting, which will be addressed in an addendum.**

4) 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**, Purchasing Manager at the District at bwheaton@englewoodwater.com, requesting interpretation by **12:00 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. The District will attempt to notify all prospective Bidders of addenda issued to the bid documents; however, 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@englewoodwater.com or fax to (941) 460-1025.

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

8) **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.

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 or faxed to (941) 460-1025.

9) **LIMITATION OF COST:** The Contractor agrees to perform the work specified and complete all obligations under this Contract within the stated amounts.

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: Each bid must be accompanied by a Bidder's bond or Cashier's check with their bid in the amount of NOT LESS THAN 5% of their total amount of the base bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents. Cashier's checks will be returned to all Bidders after award of bid.

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 31 (Fri), 2024**, and will be opened in the District's Boardroom shortly on the same day.

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 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, 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, depending on available competition and the timely needs of the District.

12) AWARD OF BID: The award shall be given to the lowest responsive, responsible Bidder who fulfills all criteria and specifications with consideration to favorable references and whose evaluation by the District indicates that the award will be in the best interest of the District. The District reserves the right to reject the bid proposal 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. In addition, the bid evaluation may consider previous performance, reliability and reference checks.

Bid total to be considered in the award will include base bid plus bid alternative. Bidder understands that bid alternative will only be executed with prior approval from the District, based on the condition of existing Wheeler bottom plates found after filter media has been removed. The District retains sole discretion to determine whether the bid alternative will be needed.

Errors: For the initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the Bid form 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 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 Technical Specifications, 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 Technical specifications, 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 vendor for items vendor purchases, regardless of whether these items will be transferred to the District.

In the event the project is declared a sales tax recovery project by the District, the following procedure shall apply:

- (a) The District shall make a recommendation to the Division of Procurement Services regarding the materials to be purchased;
- (b) When those materials are purchased by the District, all purchase orders shall be issued directly from the District;
- (c) The District shall take title to those materials directly from the manufacturer/supplier and shall bear the risk of loss or damage to the materials which are delivered directly from the manufacturer/ supplier;
- (d) The District shall be invoiced directly for the materials from the manufacturer/supplier and shall pay the invoices directly to the manufacturer/supplier, presenting its sales tax exemption certificate at the time of payment.

The cost of any materials purchased through the sales tax recovery program shall be deducted from the Contract amount and the vendor shall no longer be responsible for providing those materials. A written change order shall be executed.

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) AUTHORITY OF THE DISTRICT: All work shall be performed under the supervision of the District or the District's representative and performed to its 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 Technical Specifications and fulfillment of the Contract.

The District shall examine and inspect the work to ensure compliance with the requirements of the Contract documents. The District shall determine the quality and acceptability of materials and workmanship relative to the Technical Specifications. The District has the authority to:

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

22) TERMINATION OF AGREEMENT:

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.

Termination with or without Cause: The District shall have the right to unilaterally cancel, terminate or suspend this agreement, in whole or in part, by providing the Contractor thirty (30) days written notice, by e-mail, fax or certified mail.

Failure of a Contractor to deliver or perform the required work within the time specified, or within a reasonable time as determined by the District, or failure to make replacements of rejected articles of work when so requested, immediately, or as directed by the District, shall constitute authority for the District to purchase in the open market, goods or services of comparable grade to replace the goods or services rejected, not delivered, or not completed. On all such purchases, the Contractor shall reimburse the District, within a reasonable time specified by the District, for any expense incurred in excess of the agreement prices.

The District reserves the right to terminate this agreement, in part or in whole, in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The vendor will be notified by e-mail, fax or certified 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 cost shall be borne by the vendor.

If the agreement is terminated for any of the reasons listed, the District also reserves the right to award the project to the next lowest, qualified Bidder.

Termination by Vendor: Vendor shall have the right to terminate services if the project is suspended by the District for a period greater than sixty (60) calendar days.

The District reserves the right to immediately terminate and cancel this Contract in the event Vendor shall be placed in either voluntary or involuntary bankruptcy and a Receiver is appointed for the Vendor or an assignment is made for the benefit of creditors.

23) 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.

24) PROPRIETARY OR CONFIDENTIAL INFORMATION: Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, the Public Record Act. The Bidder should not submit any information in response to this bid which the Bidder considers proprietary or confidential. The submission of any information to the District in connection with this bid package shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt from disclosure under the Public Records Act, and such information is marked as exempt. Failure to mark a trade secret as exempt waives the exemption.

25) 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.

26) 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.

27) 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.

28) 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.

29) DRUG FREE WORKPLACE PREFERENCE: The District has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the District workplace.

The District requests that the attached Drug Free Workplace Form accompany the bid response. This form has been adopted by the District in accordance with the Drug Free Workplace Act. The District will not disqualify any Bidder who does not sign the form. The Drug Free Workplace Form is primarily used as a tie breaker when two or more separate entities have submitted bids at the same price, terms and conditions, with preference given to the Bidder who has signed the form.

30) SUBCONTRACTING: 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. This presumes the modification itself is in compliance with all applicable District procedures.

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) VENDOR PROTEST: 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, no later than three (3) business days after the day the Notice of Intent 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.

35) 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 RFB 2024-140.*

36) 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.

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

38) 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.

39) 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.

40) 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.

41) 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) Provide the public with access to public records at the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the 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. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

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

42) 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.

43) GOVERNING LAWS: The interpretation, effect, and validity of any Contract resulting from this RFB shall be governed by the laws and regulations of the State of Florida. Exclusive venue of any court action shall be in Sarasota County, Florida.

- 44) 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.
- 45) UNAUTHORIZED ALIEN WORKERS:** The District will not intentionally award publicly-funded Contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The District shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the District.
- 46) 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 as 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 term 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.
- 47) 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.
- 48) 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.
- 49) 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.

50) 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.

51) 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 or Worker’s Compensation exemption.

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 lump sum prices for furnishing all necessary materials and completing all work, including but not limited to labor, transportation, supervision and equipment as described in the Technical Specifications.

2) **QUALITY OF WORK:** The Contractor 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 Contractor further agrees to follow proper and appropriate instructions by the District.

3) **TIME OF COMPLETION:** Work shall be completed within the time frame set forth in this Contract. If applicable, the Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. Time of completion of the Contract will be expressed in calendar days.

4) **AUTHORITY OF THE DISTRICT:** All work shall be performed under the supervision of the District or the District's representative and performed to its 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 Technical Specifications and fulfillment of the Contract.

The District shall examine and inspect the work to ensure compliance with the requirements of the Contract documents. The District shall determine the quality and acceptability of materials and workmanship relative to the Technical Specifications. The District has the authority to:

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

5) **DISTRICT'S RIGHT TO DO WORK:** If the Contractor neglects to execute the work properly or fail to perform in accordance with the provisions of this Contract, or any extension thereof, the District may terminate the Contractor's right to proceed. In such event, the District may take over the work and execute the same to completion by the Contract or otherwise and the Contractor will be liable for any excess cost incurred by the District. The District may take possession of and utilize any materials and equipment as may be on the work site to complete the work as necessary.

6) **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.

7) **CONTRACTOR'S RESPONSIBILITY OF EXISTING CONDITIONS:** The plans, technical specifications 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.

8) 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.

9) 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.

10) 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.

11) OPTIONAL EXTENSION: If mutually agreed upon and at the discretion of the District, the contract may be extended in writing for an additional one (1) year term, for the same scope, at the same prices, terms and conditions.

12) CORRECTION OF WORK BEFORE FINAL 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 shall be reduced by such amount as determined by the District.

13) 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.

14) 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.

15) 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:

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

16) 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.

17) 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.

18) 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.

19) 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. ***Not applicable for RFB 2024-140.***

TECHNICAL SPECIFICATIONS

SECTION 1 - GENERAL

1.1 PURPOSE: It is the intent of the District to secure the services of an experienced, competent and responsible Contractor capable of removing, disposing of existing filter media and the replacement of new filter media and Wheeler floor plates (if required as a bid alternative), supplied by the District at the Lime Plant Filter No. 2, per the attached specifications.

1.2 BID PRICE: Lump sum bid price shall include all expenses such as but not limited to Contractor's costs for all transportation, labor, equipment and any incidentals incurred in performing work as described in the bid documents. The bid alternative will also be included in the total bid price. **The Bidder understands and agrees that work pertaining to the bid alternative will only be executed with the District's approval to proceed, depending on the condition of the existing Wheeler floor plates found. The determination to proceed will solely be at the discretion of the District. Please also see Sections 2.3, 3.3 & 3.4.**

1.3 STANDARDS: It shall be the responsibility of each supplier to assure compliance with any Occupational Safety and Health Administration, (OSHA), Environmental Protection Agency (EPA), National Safety Foundation International (NSF) and other Federal, State, and/or Local rules, regulations, or other requirements, as each may apply.

1.4 PROFESSIONAL REFERENCES: As part of the evaluation process, the District may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. The District has the discretion to determine the Bidder's qualifications. Please provide three (3) professional references for similar work (in size and type), in the past five (5) years, in filter media replacement on the provided List of References Form.

1.5 PERIOD OF PERFORMANCE: The successful Bidder **will commence work within thirty (30) days of receipt of the District's Purchase Order. All work described in the Technical Specifications will be completed within 3 weeks (4 weeks if Wheeler bottom needs replacement).** The District reserves the right to withdraw from this agreement, and either award to the next lowest Bidder or re-bid the package, in the event that the Bidder is unable to deliver within the time frame specified.

1.6 SCOPE OF WORK:

A. The scope of work and requirements for the removal and replacement of existing filter media in Lime Plant Filter No. 2, which is a Wheeler Design. The work includes, but is not limited to, the following generally described items:

1. Removal of existing filter media (sand, anthracite, gravel, porcelain spheres and the Wheeler floor plates);
2. Pressure washing of interior surface of each filter basin;
3. Installation of new wheeler bottoms (Bid Alternative); and
4. Installation of new filter media and porcelain spheres.

B. Contractor shall have previous experience in filter media replacement similar to the size and type of filters for this project as described below. Contractor shall provide references for at least three similar projects. The District will verify the references of the bidder with the lowest responsive bid.

C. The Contractor shall provide the labor, mechanical equipment, scaffolding, ladders and tools needed to remove the existing filter media from the filter, pressure clean the filter basin, and to lift the new media supplied by the District into the filter basin as designed.

D. Filter dimension, measures and drawings have been included after the end of this section. The filters have been enclosed with a canopy and screened walls; the enclosure is not shown on the attached drawings. The screened walls shall remain in place throughout the project. The canopy top will be removed by the District prior to commencement of the project and will be re-installed by the District after the completion of the project.

1.7 ADDITIONAL GENERAL CONDITIONS AND REQUIREMENTS:

- A. Contractor and subcontractors (if any) shall participate in a preconstruction meeting prior to beginning the work.

1.8 REFERENCES:

- A. The following is a list of standards (latest edition) which may be referenced in this section:

1. American Water Works Association (AWWA): B100, Filtering Material.
2. NSF International (NSF):
NSF/ANSI 61, Drinking Water System Components - Health Effects.
NSF/ANSI 372, Drinking Water System Components - Lead Content.

SECTION 2 - PRODUCTS

2.1 GENERAL

Components and materials in contact with water for human consumption: Comply with the requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements. Provide certification by manufacturer or an accredited certification organization recognized by the authority having jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.

- i) Use or reuse of components and materials without a traceable certification is prohibited.

2.2 FILTER MEDIA (to be supplied by the District)

Dual media of Anthracite coal and Silica sand for water filters: Clean, hard, durable particles in conformance with AWWA B100 will be purchased by the District and will be delivered to the site in bags for use by the contractor.

- i) Anthracite coal; and
- ii) Silica sand.

2.3 WHEELER BOTTOM (IF REQUIRED) (to be supplied by the District)

The Wheeler Bottom plates will be purchased by the District and will be on site prior to the project beginning in the event that the bottom needs replacement.

SECTION 3 - EXECUTION

3.1 GENERAL

A. Equipment or other items used to perform the work shall be clean, without any surface contamination and in proper working condition to prevent contamination of the filters. Equipment that has been used for non-potable water applications are not acceptable.

- B. Existing troughs and other equipment inside filters shall not be removed to accommodate the work.

3.2 MEDIA REMOVAL

A. Prior to beginning work inside a filter, the District shall drain water out of filter to the top of the underdrain. Allow one day for the District to drain the filter.

B. Existing media shall be removed using vacuum extraction equipment or other acceptable mechanical means approved by the District. Contractor shall spread the spoiled materials removed from the filter on site. Contractor to dispose of the porcelain spheres and precast Wheeler bottom hoppers in a District provided Dumpster.

C. Following removal of media, high pressure water clean interior of filter basin (minimum 3,500 psi) to remove calcium carbonate precipitation.

3.3 INSTALLATION OF NEW WHEELER BOTTOM (BID ALTERNATE)

- A. After the media removal, the wheeler bottom should be inspected by the District for defects and mechanical integrity. **If the bottom is in need of replacement, the Contractor shall gain authorization from the District in writing prior to beginning the work.**
- B. General Procedure:
1. Contractor will need to remove existing Wheeler Bottom plates that are grouted in place. All equipment and materials needed for this shall be supplied by the contractor.
 2. Once removed, the contractor shall remove any excess debris from the underlying troughs.
 3. Contractor will inspect the existing rebar hooks for integrity and replace them as needed.
 4. Contractor will reinstall the wheeler bottom plates per the manufacturer's specifications.
- C. With the exception of the Wheeler Bottom plates, the contractor shall supply all of the necessary equipment and materials needed for this portion of the work.

3.4 INSTALLATION OF MEDIA, PORCELAIN SPHERES AND WHEELER BOTTOM PLATES

PLEASE REFER TO ATTACHMENT 1 FOR SPECIFICATIONS AND DRAWING OF FILTER MEDIA LAYERS.

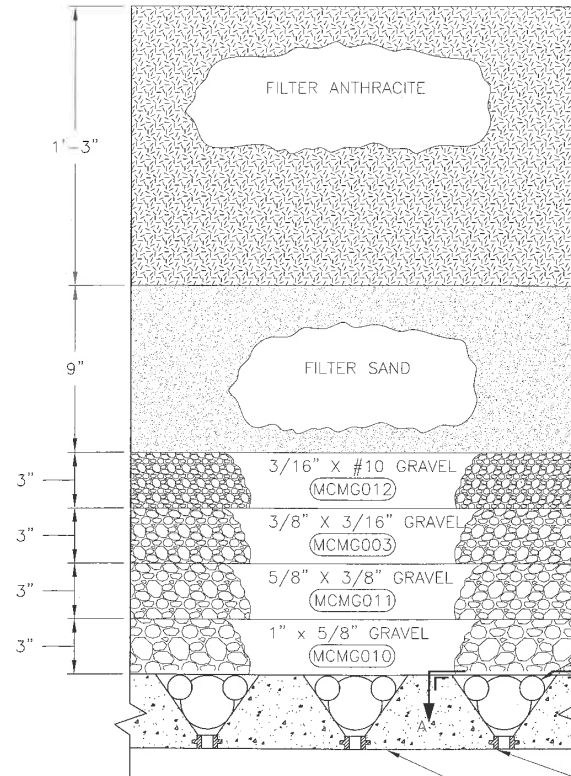
- A. General:
1. Before fine media is placed, mark top of all layers on side of filter.
 2. Potable water is available by hose bibs located around the water treatment plant for Contractor's use to install media.
 3. Disposal of water:
 - a. Water discharged into the filter basins during conveying media slurry shall be drained using the drain valve located in each filter basin.
 - b. Contractor shall accommodate filter backwashing operations and coordinate with plant operations staff.
- B. Fine Media:
1. Transport and place fine media carefully to prevent contamination of any sort.
 2. Media shall be placed by use of a crane.
 3. Level fine media by hand to appropriate level marked on the side of filter.
 4. Install in following sequence:
 - a. Place silica sand and level;
 - b. Place anthracite coal and finish off smooth to proper elevation;

3.5 DISINFECTION

After installation of media is completed, the District shall backwash filter, disinfect media and perform bacteriological testing.

ATTACHMENT 1

ENGLEWOOD WATER DISTRICT (SURFACE WATER) LIME PLANT #2



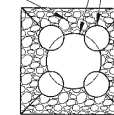
ELEVATION VIEW

FILTER SYSTEM		
DESIGNED / MANUFACTURED BY:	Wheeler	
FILTER SIZE SIDE "A"	13'-0" X 14'-0"	182 SQFT
FILTER SIZE SIDE "B"	13'-0" X 14'-0"	182 SQFT
FILTER FLOW	1792 - 2240 GPM	
FILTER RATE	4 to 5 GPM /SFT	

FILTER BED		
LAYER	SIZE RANGE	DEPTH
PRECAST WHEELER BOTTOM		
GRAVEL	1" X 5/8"	3"
GRAVEL	5/8" X 3/8"	3"
GRAVEL	3/8" X 3/16"	3"
GRAVEL	3/16" x #10	3"
SILICA SAND	0.45-0.55mm E.S., U.C. 1.5 MAX	9"
ANTHRACITE	0.95-1.05mm ES., U.C. 14 MAX	15"

1 1/2" x 3/4" GRAVEL
(FOR POT FILL)
(MCMG001)

(1) 3" DIA., (4) 1 3/8" DIA.
PORCELAIN SPHERES TO BE SUPPLIED
& INSTALLED FOR EACH HOPPER
(FGEM003) (FGEM138)



EXISTING
PORCELAIN THIMBLE

EXISTING PRECAST
WHEELER BOTTOM

THIS DRAWING REPRESENTS THE DESIGN AND ENGINEERING EFFORTS OF ROBERTS. THIS DRAWING AND ASSOCIATED DOCUMENTS MAY NOT BE REPRODUCED, LOANED, COPIED OR USED FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF ROBERTS.

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, Technical Specifications, and other related documents included in this bid package for **RFB 2024-140 Replacement of Lime Plant Filter Media – Filter No. 2** 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

ITEM #	DESCRIPTION	UNIT TYPE	VALUE (\$)
1.	Removal of existing filter media (sand, anthracite, gravel, porcelain spheres).	LUMP SUM	_____
2.	Pressure washing of interior surface of filter basins.	LUMP SUM	_____
3.	Removal of existing and installation of new wheeler bottom. (Bid Alternative*) .	LUMP SUM	_____
4.	Installation of new filter media.	LUMP SUM	_____

BASE BID (ITEMS 1, 2 and 4) \$ _____

TOTAL BID (BASE BID PLUS ITEM 3) \$ _____

_____ Dollars

(Total Bid written in words)

*** Bid Alternative requires prior authorization from the District. The District retains sole discretion in its decision to execute the Bid Alternative, depending on the condition of the existing Wheeler bottom plates found.**

B) SUBMITTED DOCUMENTATION

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

- ☐ 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 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.)
- ☐ References List
- ☐ Conflict of Interest Form
- ☐ Non-Collusive Affidavit
- ☐ Public Entity Crime Information Form

- ☐ Scrutinized Company Certification Form
☐ Proof of Insurance

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, per Bid requirements, 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.

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.

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.

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.

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.

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 Consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, 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 _____, 202____.

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.

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.