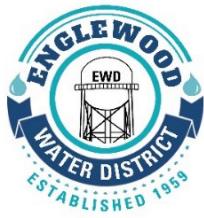


# REQUEST FOR BIDS

RFB 2025-144  
*Membrane Elements*  
*for Reverse Osmosis Water Treatment Plant*

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. RFB 2025-144

#### MEMBRANE ELEMENTS FOR REVERSE OSMOSIS WATER TREATMENT PLANT

The Englewood Water District (also known as the "District") is requesting sealed bids from Contractors that can supply and deliver membrane elements, as identified in the solicitation, for the reverse osmosis water treatment plant. Sealed bids should be mailed or hand delivered to **Bee Ling Wheaton, Procurement Manager, at 201 Selma Avenue, Englewood, FL 34223 by 11:15 a.m. (ET), September 26, 2025.**

**BID OPENING: September 26, 2025 at 11:30 a.m. (ET)**  
Englewood Water District  
201 Selma Ave  
Englewood, FL 34223

**Sealed bids received past the deadline will not be considered for award.**

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 addendums, 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 [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com) latest by **5:00 p.m. (ET) on September 19, 2025. The only responses from the District that are legally binding are issued through addendums.**

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: September 12, 2025, on [www.englewoodwater.com](http://www.englewoodwater.com) and [www.demandstar.com](http://www.demandstar.com)**

## TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE NUMBER</u>
Notice of Availability of Bid Specifications	2
Statement of Non-Submittal	4
Scope of Services	5
Instructions to Bidders and General Provisions	6
Insurance Requirements	15
Bid Form	19-20

### Documents

Attachment 1 Membrane Element Specification	21
Attachment 2 Statement of Organization	22
Attachment 3 References List	23
Attachment 4 Public Entity Crime Information Form	24
Attachment 5 Non-Collusive Affidavit	25
Attachment 6 Conflict of Interest Form	26
Attachment 7 Scrutinized Company Certification Form	27
Attachment 8 Drug Free Workplace Form	28
Attachment 9 Anti-Human Trafficking Form	29
Attachment 10 Affidavit of Compliance Regarding Foreign Entity of Concern Laws	30

## 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. 2025-144 MEMBRANE ELEMENTS FOR REVERSE OSMOSIS WATER TREATMENT PLANT**

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 Procurement Manager, at [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com).

## SCOPE OF SERVICES

**PURPOSE:** It is the intent of the Englewood Water District (also known as the “District”) to purchase membrane elements for the reverse osmosis water treatment plant. To ensure standardization of parts, the District utilizes Hydranautics CPA5-LD membrane elements, per the specifications set herein (see Attachment 1). This solicitation is for material supply only, with no installation responsibility.

**BID PRICES:** Bidders shall bid unit prices, F.O.B. destination. The prices bid shall be considered firm for up to one (1) year from the effective date of the award.

Bid pricing is all inclusive, including but not limited to transportation, labor, materials, consumables, equipment and any incidentals used in delivering supplies and materials to the point of delivery.

No substitutes for the part will be considered.

If mutually agreed upon, the contract may be extended for an additional one (1) year term, at the same prices, terms and conditions.

**DELIVERY:** Delivery of all items will be as soon as practicable after the purchase order has been issued. Bidders shall state the lead time, in calendar days, from receipt of purchase order to delivery of goods. The successful Bidder will be held to the delivery lead time, as indicated on the Bid Form. If the membranes are not delivered in the timeline specified, the District reserves the right to award the Bid to the next lowest Bidder who has available inventory for delivery, at the pricing submitted for this solicitation.

The order will be delivered in its entirety, within the lead time specified. No partial shipments will be permitted unless approved in writing by the District.

Deliveries will be made to the Water Treatment Plant at 201 Selma Avenue, Englewood, FL 34223.

All deliveries will be made during regular office business hours of 7:00 a.m. and 4:00 p.m. Tuesdays through Fridays, excluding holidays recognized by the District, unless prior arrangement has been made with individual facilities.

No additional delivery charges may be imposed for additional delivery attempts resulting from the successful Bidder's failure to make contact with the representative at the delivery site.

The Vendor shall pick up and replace any and all items that are determined by the District to be damaged, wrong, or in any unacceptable condition, at no cost to the District. This includes all shipping costs to return the said items. The Vendor shall provide full credit as an adjustment to invoice the District for all returns.

The successful Bidder is advised to visit each delivery point without inconvenience to the District, to ensure that his/her equipment is compatible with the District's unloading and storage facilities. It is the Bidder's full responsibility to off-load all deliveries and place in District storage facilities. No additional charges may be made to the District for any modifications needed to off-load the items. Visits need to be scheduled by calling the Water Production Department (941) 460-1053, twenty four (24) hours in advance before delivery.

**PAYMENT:** Invoices shall be submitted by email to [apinvoice@ewdfi.com](mailto:apinvoice@ewdfi.com) only after the goods have been delivered. There will be no downpayment up front. It is the policy of the District that payment for all purchases by the District shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The Bidder may offer cash discounts for prompt payments; however such discounts will not be considered in determining the lowest price during bid evaluation.

**CRITERIA FOR AWARD:** The award of this RFB will be made to a responsive, and responsible Bidder with the lowest price, who fulfills all requirements. 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.

## INSTRUCTIONS TO BIDDERS AND GENERAL PROVISIONS

**1) QUALIFICATIONS OF BIDDER:** The District intends to award the Contract, to the lowest, responsive and responsible Bidder, qualified by experience, proven reliability, the ability to provide the services or items required under this bid, within the identified timeframe in the solicitation.

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

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

**3) ANTICIPATED PROCUREMENT SCHEDULE:**

Event	Date
Advertise Solicitation	September 12, 2025
Pre-Bid Meeting	N/A
Deadline for Questions	September 19, 2025 by 5:00 p.m.
Deadline to Submit Bids	September 26, 2025 at 11:15 a.m.
Bid Opening	September 26, 2025 at 11:30 a.m.

**4) CLARIFICATION AND ADDITIONAL INFORMATION:** Discrepancies, omissions, or questions about the intent of the documents will be submitted by e-mail to **Bee Ling Wheaton**, Procurement Manager at the District at [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com), requesting interpretation by **5:00 p.m. on September 19, 2025**. Only responses issued by the District through addendums will be legally binding.

Interpretations made will be in the form of an addendum to the documents, which will be posted on [www.demandstar.com](http://www.demandstar.com) and on the Purchasing section on the District's website [www.englewoodwater.com](http://www.englewoodwater.com). Bidders must acknowledge receipt of any addendum on the bid form, indicating the addendum number and date of issue, therein becoming part of the Contract. 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](mailto:bwheaton@englewoodwater.com).

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

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

**9) PAYMENT:** Invoices shall be submitted by email to [apinvoice@ewdfi.com](mailto:apinvoice@ewdfi.com). Payment will only be made after inspection and approval of the District of the work performed. It is the policy of the District that payment for all purchases by the District shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. The Bidder may offer cash discounts for prompt payments; however such discounts will not be considered in determining the lowest price during bid evaluation.

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

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

**Bid Bond: (NOT APPLICABLE FOR RFB 2025-144)** Each bid must be accompanied by a Bidder's bond with their bid in the amount of NOT LESS THAN 5% of their total amount of the bid. This security shall ensure that the Bidder does not revoke the bid after bid opening, or fails to execute any necessary additional documents.

**Bid Documents:** Bid documents and forms shall be submitted sealed to the Procurement Department at **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. One hard copy of the bid, as well as an electronic copy in pdf format on a USB flash drive shall be provided to the District.

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

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

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

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

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

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

**Bid Opening:** All bids received by the date and time so specified shall be opened and **the name of each Bidder will be 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. 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, if unclaimed

7 calendar days after bid opening. Bids postmarked prior to said date and time but not received shall also not be considered.

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

**12) AWARD OF BID:** The award of this bid may be in total or in part, to multiple, responsive, responsible bidders, capable of providing services as indicated in this solicitation, whichever is deemed to be in the best interests of the District. At its sole discretion, the District reserves the right to award by line, group of lines or in total. Any unfavorable reference may be cause to deem a bidder non-responsive. The District reserves the right to reject the bid of any Bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. Bidders will not be disqualified from award if they are not able to bid on all items in the bid.

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

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

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

**15) FORM OF CONTRACT:** The Bidder's response, together with the bid package and any addenda furnished by the District and Purchase Order, shall constitute a binding contract. The successful Bidder shall be required to perform according to the submitted Bid Form and the District's solicitation package when a Purchase Order number is provided 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) 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. The special conditions of the bid package (if applicable) may supersede the manufacturer's standard warranty.

**17) DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the Scope of Services, all equipment, parts, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Scope of Work, reference to any equipment, part, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Bidder wishes to make a substitution to the specifications, the Bidder shall furnish the District the name of the manufacturer, the model number and other identifying data and information necessary to aid in the District in evaluating the substitution. Such substitution shall

be subject to District approval. Substitutions shall be approved only if determined by the District to be equivalent to the specifications. A bid containing substitution is subject to disqualification if the District does not approve the substitution.

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

**19) 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.

**20) CONTRACT CONTINUITY/TRANSITIONAL PERIOD:** In the event the services are scheduled to end either by Contract expiration or by termination by the District (at the District's discretion), the Bidder may continue the services, with mutual written agreement, if requested by the District, until new services can be completely operational. At no time shall this transitional period extend more than six (6) months beyond the expiration date of the existing Contract. The Bidder will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the District.

**21) TERMINATION OF AGREEMENT:**

(a) For Convenience. The District may terminate this Agreement at any time without cause by providing the Contractor with thirty (30) calendar days advance notice in writing, delivery by email is acceptable. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the Contractor under this Agreement shall, at the option of the District, become the District's property. If the Agreement is terminated for convenience by the District as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. Except as otherwise directed, the Contractor must cease all work on the date of receipt of the notice of termination.

(b) For Cause or Default. If, through any cause, the Contractor should fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure", the District will have the right to terminate this Agreement by providing a written notice (Show Cause Notice) to the Contractor requiring a written response due within five (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The District's Show Cause Notice shall include an Agreement termination date at least seven (7) calendar days after the due date for the Contractor's response. Should the Contractor fail to respond to such show cause notice, or if the District determines that the reasons provided by the Contractor for failure of the Contractor to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the Show Cause Notice.

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

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

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

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

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

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

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

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

**24) 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.

**25) 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.

**26) 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.

**27) 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.

**28) 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.

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

**30) 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.

**31) 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.

**32) 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 District's Administrator or his/her designated representative prior to submittal of a response. Attachment X – Conflict of Interest Form needs to be completed and submitted with the bid.

**33) 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.

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

**35) 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.

**36) 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.

**37) 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.

**38) PUBLIC RECORD:** 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) "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended. As of the Effective Date of this Contract "public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made, or received pursuant to law or ordinance or in connection with the transaction of official business with the District. The Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during the term and in furtherance of this Contract.

(c) Upon request from the District, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the District, upon request from the District, in a format that is compatible with the information technology systems of the District. 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) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements

are not disclosed except as authorized by law for the duration of the Contract term and if the Contractor does not transfer the records to the District following completion of the Contract, the Contractor must maintain the public records for the time specified in General Records Schedule GS1-SL for State and Local Government Agencies.

(e) Upon completion of the Contract, transfer, at no cost to the District, all public records in the Contractor's possession or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the Contract, the Contractor must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Contract, the Contractor must comply with all applicable requirements for retaining public records.

(f) Failure of the Contractor to comply with these requirements constitutes a breach of this Contract. Further, the Contractor may be subject to penalties under Florida Statutes Section 119.10.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ENGLEWOOD WATER DISTRICT, 201 SELMA AVE, ENGLEWOOD, FL 34223, (941) 460-1003; E-MAIL: [publicrecordrequests@englewoodwater.com](mailto:publicrecordrequests@englewoodwater.com)**

**39) PROTESTS:** Protests can only be made by Parties that submitted a bid to the District's solicitation. Protests must be submitted in writing to the Procurement Manager at [bwheaton@englewoodwater.com](mailto:bwheaton@englewoodwater.com), no later than three (3) business days after the day the Notice of Recommendation to Award is published and distributed. Protests may be sent by certified mail or submitted by electronic mail. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadline will not be considered. The District 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.

**40) 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. The 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. The term of this Contract will be extended by a period equal to that during which the non-performing party's performance is suspended under this Section.

**41) GOVERNING LAW AND VENUE:**

The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract shall be in Sarasota County, Florida.

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

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

**44) 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.

**45) 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.

**46) DRUG FREE WORKPLACE PREFERENCE:** The District requests that the attached Drug Free Workplace Form accompany the bid response. 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.

**47) SCRUTINIZED COMPANIES:**

(a) Certification. As required by Florida Statutes Section 287.135(5), for contracts of less than \$1,000,000, 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.

**48) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING:**

**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.

**49) 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 TO RFB 2025-144.**

**50) 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 (NOT APPLICABLE FOR RFB 2025-144)**

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

Administrator or designee. The Administrator or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with the successful bidder.

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

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

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

A. SPECIAL REQUIREMENTS:

- i. **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.
- ii. **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.
- iii. **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.
- iv. **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.
- v. **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 polices 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

- 1) 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.
- 2) 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.
- 3) 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.
- 4) The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- 5) 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.
- 6) 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.
- 7) 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.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

## BID FORM

The undersigned, as Bidder declares that he/she has read the Bid Documents comprising of Scope of Work, Instructions to Bidders and General Provisions, Insurance Requirements, and other related documents included in this bid package for **RFB 2025-144 Membrane Elements for Reverse Osmosis Water Treatment Plant** 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.

**Bid pricing is all inclusive, including but not limited to transportation, labor, materials, equipment and any incidentals used in delivering supplies and materials to the point of delivery.**

ITEM	UNIT OF MEASURE	EST.QUANTITY	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Hydranautics, CPA5-LD	1 unit	96		

**Lead Time (In Calendar Days):** \_\_\_\_\_

Dollars

(Total bid written in words)

### A) SUBMITTED DOCUMENTATION

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

- Statement of Organization Form (Attachment 2)  
*(Bidder must submit proof that the company is authorized to conduct business in the State of Florida, and currently has an active status, if required by law. Bidder shall submit Registration Certificate from the Florida Department of State, Division of Corporations, establishing your company as eligible to conduct business in the State of Florida. Please refer to [www.sunbiz.org](http://www.sunbiz.org) for more information. For companies registered outside of Florida, bidder must also submit proof that their firm name is registered with their state or origin).*
- References List (Attachment 3)
- Public Entity Crime Information Form (Attachment 4)
- Non-Collusive Affidavit (Attachment 5)
- Conflict of Interest Form (Attachment 6)
- Scrutinized Company Certification Form (Attachment 7)
- Drug Free Workplace Form (Attachment 8)
- Florida Anti-Human Trafficking Provisions (Attachment 9)
- Affidavit of Compliance Regarding Foreign Entity of Concern Laws (Attachment 10)
- Bid Bond (5% of Bid Total) NOT APPLICABLE FOR RFB 2025-144
- Proof of Insurance (must meet or exceed bid requirements) NOT APPLICABLE FOR RFB 2025-144

### B) 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 \_\_\_\_\_

**C) INSURANCE REQUIREMENTS (NOT APPLICABLE FOR RFB 2025-144)**

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.

**D) 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT 1

**Nitto**

**HYDRANAUTICS**  
Nitto Group Company

### Membrane Element

### CPA5-LD (Low Fouling Technology)

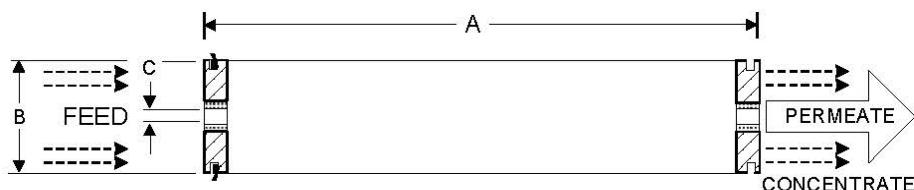
<b>Performance:</b>	Permeate Flow: Salt Rejection:	11,000 gpd (41.6 m <sup>3</sup> /d) 99.7% (99.6% minimum)
<b>Type</b>	Configuration: Membrane Polymer: Membrane Active Area: Feed Spacer:	Low Fouling Spiral Wound Composite Polyamide 400 ft <sup>2</sup> (37.1m <sup>2</sup> ) 34 mil (0.864 mm)
<b>Application Data*</b>	Maximum Applied Pressure: Maximum Chlorine Concentration: Maximum Operating Temperature: pH Range, Continuous (Cleaning): Maximum Feedwater Turbidity: Maximum Feedwater SDI (15 mins): Maximum Feed: Minimum Ratio of Concentrate to Permeate Flow for any Element: Maximum Pressure Drop for Each Element:	600 psig (4.14 MPa) < 0.1 PPM 113 °F (45 °C) 2-11 (1-13)* 1.0 NTU 5.0 75 GPM (17.0 m <sup>3</sup> /h) 5:1 15 psi

\* The limitations shown here are for general use. For specific projects, operating at more conservative values may ensure the best performance and longest life of the membrane. See Hydranautics Technical Bulletins for more detail on operation limits, cleaning pH, and cleaning temperatures.

### Test Conditions

The stated performance is initial (data taken after 30 minutes of operation), based on the following conditions:

1500 PPM NaCl solution  
225 psi (1.55 MPa) Applied Pressure  
77 °F (25 °C) Operating Temperature  
15% Permeate Recovery  
6.5 - 7.0 pH Range



A, inches (mm)	B, inches (mm)	C, inches (mm)	Weight, lbs. (kg)
40.0 (1016)	7.89 (200)	1.125 (28.6)	33 (15)

**Notice:** Permeate flow for individual elements may vary ±15 percent. Membrane active area may vary +/-4%. Element weight may vary. All membrane elements are supplied with a brine seal, interconnector, and o-rings. Elements are enclosed in a sealed polyethylene bag containing less than 1.0% sodium meta-bisulfite solution, and then packaged in a cardboard box.

Hydranautics believes the information and data contained herein to be accurate and useful. The information and data are offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. Hydranautics assumes no liability for results obtained or damages incurred through the application of the presented information and data. It is the user's responsibility to determine the appropriateness of Hydranautics' products for the user's specific end uses. 3/17/16

Hydranautics Corporate: 401 Jones Road, Oceanside, CA 92058  
1-800-CPA-PURE Phone: 760-901-2500 Fax: 760-901-2578 info@hydranautics.com

## ATTACHMENT 2 - 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:** \_\_\_\_\_

**Federal Identification Number:** \_\_\_\_\_

**Is this a Florida Corporation:**  **Yes** or  **No**

**If not a Florida Corporation, in what state was it created:** \_\_\_\_\_

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

**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** \_\_\_\_\_

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

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

**PLEASE RETURN FORM IF SUBMITTING A BID**

### ATTACHMENT 3 – REFERENCES LIST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PLEASE RETURN FORM IF SUBMITTING A BID**

## ATTACHMENT 4 - PUBLIC ENTITY CRIME INFORMATION FORM

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, Subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

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

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

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

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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 driver's license as identification.

NOTARY SEAL:

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission No: \_\_\_\_\_

**PLEASE RETURN FORM IF SUBMITTING A BID**

## ATTACHMENT 5 - NON-COLLUSIVE AFFIDAVIT

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 \_\_\_\_\_, 20 \_\_\_\_.

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 \_\_\_\_\_

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

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

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

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

**PLEASE RETURN FORM IF SUBMITTING A BID**

## **ATTACHMENT 6 - CONFLICT OF INTEREST FORM**

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

## PART I.

I am an employee, public officer or advisory board member of the District  
(List Position Or Board)

I am the spouse or child of an employee, public officer or advisory board member of the District  
**Name:** \_\_\_\_\_

An employee, public officer or advisory board member of the District, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.  
**Name:** \_\_\_\_\_

Respondent employs or contracts with an employee, public officer or advisory board member of the District  
**Name:** \_\_\_\_\_

None of The Above

## PART II.

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

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

**COMPANY:**

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

**PRINT NAME:**

**POSITION:**

DATE:

**PLEASE RETURN FORM IF SUBMITTING A BID**

## ATTACHMENT 7 - 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 less than \$1 million, 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 less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes Section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

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

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

Certified By:

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

Printed Name:

Title:

Date:

**PLEASE RETURN FORM IF SUBMITTING A BID**

## ATTACHMENT 8

### DRUG-FREE WORKPLACE FORM

The undersigned Respondent in accordance with Florida Statute §287.087 hereby certifies that: \_\_\_\_\_ ( Company Name) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is soconvicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

Check one:

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

As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

---

Signature

---

Print Name

---

Date

**PLEASE RETURN FORM IF SUBMITTING A BID**

## ATTACHMENT 9

### ANTI-HUMAN TRAFFICKING AFFIDAVIT

This form must be completed by an officer or representative of an entity registering as a vendor, entering into, renewing, or extending, a contract with the Englewood Water District.

The undersigned, on behalf of \_\_\_\_\_ ("Entity"), verifies the following:

A. I have read and understand that Florida Statutes Section 787.06(13), prohibits the Englewood Water District ("District") from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined in Florida Statutes Section 787.06(2) as follows:

- "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

- "Labor" means work of economic or financial value.

- "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. I declare, under penalties of perjury, that Entity does not use coercion for labor or services as defined in Florida Statutes Section 787.06(2).

C. I understand that this affidavit applies to any District contract executed, renewed, or extended for the duration of the contract.

I, the undersigned, understand and affirm that the above statements are based upon personal knowledge; that I am over the age of 18 years and otherwise competent to make the above statements; and am authorized to legally bind the Entity, and make the above statements on behalf of Entity. Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.

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

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

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

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

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

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, the Entity, and is  personally known to me or  produced identification. Type of Identification produced \_\_\_\_\_.

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

Name of Notary Typed, Printed or Stamped

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

**PLEASE RETURN FORM IF SUBMITTING A BID**

## ATTACHMENT 10

### AFFIDAVIT OF COMPLIANCE REGARDING FOREIGN ENTITY OF CONCERN LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests and declares as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Florida Statutes Section 287.138.
2. The government of a foreign country of concern does not have a controlling interest in Entity
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Florida Statutes Section 692.201.
5. Entity is not a partnership, association, corporation, organization or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Florida Statutes Section 692.201, or a subsidiary of such entity.
6. Entity is not a foreign principal, as defined in Florida Statutes Section 692.201.
7. Entity complies with all applicable requirements of Florida Statutes Sections 692.202, 692.203, and 692.204.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (1) not a person or entity described in Florida Statutes Section 692.204(1)(a) or (2) authorized under Florida Statutes Section 692.204(2) to purchase the subject property. Entity complies with the requirements of Florida Statutes Section 692.204.
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

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

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

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

TITLE: \_\_\_\_\_

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