



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. 2022-132

GENERATOR MAINTENANCE, REPAIR SERVICES & FUEL POLISHING

The Englewood Water District (also known as the "District") is requesting sealed bids to secure the services of an experienced, competent and responsible Contractor(s) to provide preventative maintenance, repairs of the District's generators and/or fuel polishing services. Sealed bids should be mailed or hand delivered to **Bee Ling Wheaton, Purchasing Manager**, at 201 Selma Avenue, Englewood, FL 34223 by 2:15 p.m. (EST) on August 26 (Fri), 2022.

NON-MANDATORY PRE-BID MEETING & SITE VISIT

August 17 (Wed), 2022 @ 10:00 a.m. (EST)

All potential Bidders are recommended to attend the non-mandatory pre-bid meeting and site visit which will be conducted to answer questions regarding the bid requirements. Bidders will meet at the Board Room at the Englewood Water District and will have the opportunity to familiarize themselves with plant and remote generator locations.

BID OPENING

August 26 (Fri), 2022 at 2:30 p.m. (EST)
Englewood Water District Board Room
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.

If you have any questions, concerns, or problems accessing the bid package using the links below, please contact **Purchasing**, at (941) 460-1014. Request for additional information or clarification regarding the specifications must be sent via email to **Bee Ling Wheaton, Purchasing Manager**, bwheaton@englewoodwater.com. All questions and clarifications must be submitted via e-mail by 4:00 p.m. (EST) on August 19 (Fri), 2022. **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 AND SOLICITATION PACKAGE POSTED ON: JULY 29, 2022 on www.demandstar.com and in the Purchasing section, at the District website, www.englewoodwater.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 below

Request for Bid # **RFB 2022-132 GENERATOR MAINTENANCE, REPAIR SERVICES & FUEL POLISHING**

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, Purchasing Manager, at bwheaton@englewoodwater.com .

INSTRUCTIONS TO BIDDERS

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/SITE:** Prior to the submission of a bid, Bidders will carefully examine the Instructions to Bidders, General Provisions, Insurance Requirements, Special Conditions and 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, and also on the District's website, www.inglewoodwater.com. It is the Bidder's responsibility to view the bid package at either location, and download all issued addenda or to contact the District to determine if addenda were issued.

There will be an optional pre-bid and site visit commencing at the District's Board Room on **August 17 (Wed), 2022 at 10:00 a.m.** All potential Bidders are encouraged to attend.

3) **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 bwheaton@inglewoodwater.com, requesting interpretation by **4:00 p.m. on August 19 (Fri), 2022**.

Interpretations made will be in the form of an addendum to the documents, which will be forwarded to all interested 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.

4) **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.

5) **NO BID:** A respondent who is on the bid notification list and decides not to submit a response is requested to complete the Statement of Non-Submittal Form and return it to the District by e-mail to bwheaton@inglewoodwater.com.

6) **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.

7) **PAYMENT:** Payment will only be made after services have been rendered, and upon the inspection and approval of the District of the work performed. It is the policy of the District that payment for all purchases for goods and services by the District shall be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act. Contractor must include on invoices, number of hours worked for repair visits, and parts with allowable markup, with approval from authorized District personnel.

All invoices must reference the associated Purchase Order number before payment can be made. Invoices, together with backup documentation for site visits should be e-mailed to Purchasing, bwheaton@englewoodwater.com.

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

9) 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 THIS BID, RFB 2022-132) 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 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.

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 the 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 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.

10) 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. If time is of the essence or in its best interest, the District also reserves the right to negotiate with a vendor if the District receives a single response, or no responses, to a competitive solicitation, depending on the urgent needs of the District.

11) AWARD OF BID: The award shall be let 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.

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.

12) 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.

13) BID TABULATIONS: Pursuant to Florida Statute §119.071(1)(b)2, all bid tabulations shall be posted on DemandStar's website at www.demandstar.com as well as the District's website, www.inglewoodwater.com, within thirty (30) days after bid opening or when the District provides notice of a decision or intended decision, whichever is earlier.

14) FORM OF CONTRACT: The Contract documents consist of the Request for Bids, Instructions to Bidders, Insurance Requirements, General Provisions, Technical Specifications, Bid Form, Attachments, Addenda, and all other related documents, including all modifications thereof incorporated in the documents before their execution. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the District's bid package when a purchase order issued by the District is transmitted to successful Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and/or Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond (if applicable) or other posted security and other possible penalties.

15) NOTICE TO PROCEED/PURCHASE ORDER: After award of bid, a notice to proceed/purchase order shall be issued. Upon receipt of the notice to proceed/purchase order, the successful Bidder shall acknowledge receipt of same by e-mail, fax or certified mail, and shall commence processing the order so that the agreed upon delivery date will be satisfied.

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, 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 vendor against factory and workmanship defects. At no expense to the District, the vendor 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 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 bid 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) TERMINATION OF AGREEMENT:

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 reserves the right to award the agreement 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.

21) RULES, REGULATIONS AND 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.

22) 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.

23) 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.

24) 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.

25) 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 bid 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.

26) 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.

27) 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.

28) SUBCONTRACTING: The Contractor agrees that he/she 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. The term Subcontractor includes only those having a direct Contract with the Contractor and it includes one who furnishes material worked to a special design according to the Technical Specifications but does not include one who merely furnishes materials, not so worked.

29) 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.

30) 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.

31) 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.

32) 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.

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) VENDOR PROTEST: The Proposer must submit a notice of protest in writing to the Administrator within three (3) business days after the Notice of Intent to Award has been issued. The protest shall contain the name, address, and phone number of the petitioner, the RFP number and title. The notice of protest shall describe the specific facts and statute upon which the protest of the proposed award is based and shall include all pertinent documents and evidence. Protesters may not challenge the relative weight of evaluation criteria or formula for assigning points. Only a Proposer whose Proposal was submitted in time and fully complies with all terms and conditions of the RFP may protest an award. Upon receipt of a formal written protest, the District may stop award proceedings until resolution of the protest. However, the award proceedings shall not be stopped if the Administrator decides that the award must continue without delay to avoid an immediate and serious danger to public health, safety or welfare, or to comply with required regulations.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. The decision of the 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) PERFORMANCE EVALUATION: At the end of the Contract, the District may evaluate the successful Bidder's performance. This evaluation may become public record.

36) 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.

37) 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.

38) 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.

39) 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.

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INSURANCE REQUIREMENTS

The successful Bidder shall be required to supply, at their cost, insurance coverage per the District's requirements below. Vendor shall procure and maintain the insurance listed below, during the term of the Contract and any of its extensions including any warranty periods covered under this Contract. No changes are to be made to these requirements without prior written specific approval by the District. The vendor is fully responsible for any deductible or self-insured retention contained within this, or any other policy required under this contract. Prior to the commencement of work pertaining to this Contract, the Vendor shall provide to the District, certificates of insurance with coverage not less than the indicated limits of liability, with any required endorsements.

- a) **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease. If the Contractor has no employees, he must submit to the District, the Workers' Compensation Exemption from the State of Florida.
- b) **Commercial General Liability:** Occurrence form required. Policy shall include bodily injury, personal injury, property damage and broad form contractual liability. Aggregate must apply separately to this Contract. Minimum \$1,000,000 each occurrence and \$1,000,000 general aggregate.
- c) **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 Contract.
- d) **Additional Insured:** The District is to be named additional insured on the Commercial General Liability Policy, as well as the Automobile Liability Policy. All certificates of insurance must be provided to and approved by the District before commencement of any work related to this Contract

The Contractor's insurance will be the primary insurance for any loss regardless of any insurance maintained by the District. The Contractor is responsible for all insurance policy premiums, deductibles, or self-insured retentions or any loss or portion of any loss that is not covered by any available insurance policy.

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.

If any of the above policies do not comply with the requirements, is not procured, or is cancelled and not replaced, the District has the right to terminate the Contract.

WAIVER OF SUBROGATION RIGHTS

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement, agree to waive all rights of subrogation against the District, its board members, officers, and employees, and the District's insurance carriers, for losses paid under the terms of these insurance policies that arise from the contractual relationship or work performed by the Vendor for the District. Vendor will obtain any endorsements necessary to implement this waiver of subrogation. Additionally, the Vendor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the District and its 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 the Vendor or its agents may be responsible for.

OTHER INSURANCE REQUIREMENTS

- a) Insurance requirements required of the Vendor, shall also be applicable to any subcontractors (if permitted), utilized by the Vendor, to cover work performed under this Contract. The Vendor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

- b) Each insurance policy required by this Contract shall:
 - i) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability; and
 - ii) 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 Vendor is to notify the District by written notice via certified mail, return receipt requested.
- c) The District shall retain the right to review, at any time, coverage, form, and amount of insurance.
- d) The procuring of required policies of insurance shall not be construed to limit Vendor's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Vendor'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 Vendor and its carrier.
- e) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to the Vendor's insurance company and the District as soon as practicable after notice has been given to the Insured.

GENERAL PROVISIONS

1) **INTENT OF CONTRACT:** Bid forms shall set forth firm bid prices for furnishing all necessary materials for completing all work, including but not limited to labor, transportation, supplies, materials and equipment, as described in the Technical Specifications. The District reserves the right to establish the exact limits of work, and to add to or delete from the Project as necessary.

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) **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.

4) **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.

5) **PERMITS AND REGULATIONS:** If applicable, permits and licenses necessary for the execution of the work in both Sarasota (<https://www.scgov.net/DevelopmentServices/Pages/Permitting.aspx>) and Charlotte (<https://www.charlottecountyfl.gov/services/buildingconstruction/Pages/permits.aspx>) counties shall be secured by the Contractor on behalf of the District. The Contractor will not be responsible for any expenses incurred for securing the necessary permits. 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 observes that the specifications and drawings are at variance therewith, he shall promptly notify the District in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. 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 shall bear all costs arising therefrom.

6) **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 may be delayed until the work performed has been corrected to the satisfaction of the District. If, in the opinion of the District, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work performed

not in accordance with the Contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the District, shall be equitable. Any work not corrected, may result in equitable deductions from the contracted price.

7) 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.

8) ASSIGNMENT: Neither party to the Contract shall assign the Contract in whole, or part. The Contractor shall not assign any monies due or become due to him without the previous written consent of the District.

9) 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.

10) 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.

11) SANITARY FACILITIES: The Contractor shall provide and maintain, in a sanitary condition, facilities for his employees as required by local and state boards of health.

12) 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.

13) 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.

14) 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. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

15) 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.

16) 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.

17) 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.

18) E-VERIFY: The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the contract and shall expressly require any subcontractors (if contract permits subcontracting), performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility for all new employees hired by the subcontractor during the contract term. It is the successful Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations, as required by the U.S. Department of Homeland Security. The District shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

19) 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.

20) 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.

21) INDEMNIFICATION: The Contractor shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the District, its board members, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the Contractor, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the District.

To the extent applicable, the Contractor shall fully indemnify, defend and hold harmless the District, and its board members, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes,

assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Contractor's products by the District or any of its commissioners, agents, employees, and assigns, or to the operation or use of Contractor's products by the District or any of its board members, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the District shall 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 mailing address provided on the Bid Submittal Signature Form. Notification may also be provided by e-mail (with receipt of delivery) or fax transmission to the number provided in the same form.

The District shall provide all available information and assistance that the Contractor may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the District and such insurance coverage shall 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).

SPECIAL CONDITIONS & TECHNICAL SPECIFICATIONS

PURPOSE: It is the intent of the Englewood Water District (also known as the “District”) to secure the services of a Contractor to maintain, service, repair generators and/or provide fuel polishing services, per the specifications set herein.

BID PRICES: The price quoted shall include Contractor’s cost in full for all transportation, labor, incidentals, materials and equipment used in performing the services per the specifications.

TERMS OF CONTRACT: These prices shall be considered firm for **three (3) years** from **October 1, 2022**, with an option to extend/renew for one (1) additional two (2) year term by mutual written consent, at the same terms and conditions.

CONTRACT AWARD: The District intends to consider the base bid and alternate bid for awards separately. Bidders who are unable to provide the service for the alternate bid will still be considered for award for the base bid.

The award (separately considered for base and alternate bids) will be given to the overall lowest responsive, responsible bid meeting or exceeding all of the above specifications. Another consideration of award may be response time. The District has the final determination on Contractor selection and reserves the right to reject the submission of any Contractors who have previously failed to perform properly, or on time, contracts of similar nature; or who are not in a position to satisfactorily perform the contract.

TECHNICIAN QUALIFICATIONS: Maintenance, repair or installation of the power unit and generator shall be performed by fully trained generator technicians with the ability to fully understand and speak English. The technicians should have at least two (2) years’ experience in service, repair and installation of generators and related equipment at other facilities similar to that of the District.

PRE-BID MEETING AND SITE VISIT: There will be an optional pre-bid meeting and site visit for this bid. Bidders are encouraged to make all investigations to familiarize themselves regarding plant and remote facilities for any pertinent data as for the proposed twenty-two (22) generator units are described in **Attachment 1 - Generator List** of this bid document. The meeting will be held on **August 17 (Wed), 2022** at 10:00 a.m. EST, beginning at the District’s Board Room.

RESPONSE TIME: The Contractor must provide telephone numbers for emergency, as well as routine services. For emergency services, the Contractor should respond within **two (2) hours** of call, and be available to respond twenty (24) hours a day, year-round. An emergency condition shall be considered to exist when any failed system hardware or software prevents, or threatens to prevent the operation of the generator or switch gear from fulfilling its intended purpose. The Contractor shall have adequate staffing of approved technicians to provide this emergency service, taking into account vacation or other leave. Non-emergency service shall be provided within forty eight (48) hours of requests made.

EQUIPMENT DESCRIPTION: A general list of the generators to be serviced is provided in **Attachment 1 - Generator List**. This list may not be all inclusive. The District reserves the right to add and/or delete generators to/from this list, without a formal contract amendment.

Should the Contractor receive a maintenance or repair call for equipment that was not included in the provided list of inventory (Attachment 1), Contractor personnel will still perform repairs as instructed and notify the District. The Contractor may then invoice for service or repairs for that piece of equipment as described in the immediate section below, effective on the date the Contractor was called for service on a piece of equipment that was not listed.

ADDITIONS AND/OR DELETIONS OF EQUIPMENT: From time to time, as necessitated by change in inventory, the District may forward an updated inventory list to the Contractor for his records.

The Contractor will provide service on any additional and/or new equipment, of the same make and model, at the same rate or less as the unit/category price bid under the Contract. If the additional piece of equipment is of a different make, model, or manufacturer than what was listed on the Contract, the Contractor will provide service at the Contractor’s

current government rate or rate provided to its most favored customers. If a rate does not exist for equipment, the rate for service will be negotiated between the Contractor and the District.

FREQUENCY AND TIME OF VISITS FOR MAINTENANCE/REPAIR: Frequency of visits for minor or major maintenance and load bank testing are listed on the **Bid Form** (pages 2-26). For further clarification, frequency of preventative maintenance will be a total of 3 times a year, **twice (2) for minor** preventative maintenance and **once (1) for major** preventative maintenance. The first preventative maintenance after the award of the bid will be a major preventative maintenance. All non-emergency services, such as scheduled maintenance, tests or repairs shall be conducted during the District's office hours, Tuesdays to Fridays, from 7:00 a.m. to 4:30 p.m. It is the responsibility of the Contractor to get in touch with the electrician at the District to schedule visits for preventative maintenance. Late or missed visits for preventative maintenance may result in cancellation of agreement.

MINOR/MAJOR PREVENTATIVE MAINTENANCE: Maintenance shall include inspection, cleaning, repair or replacement of parts, as listed in **Attachment 2 – Preventative Maintenance Checklist**, and **Attachment 3 – Load Bank Testing** for each generator.

Major preventative maintenance will be performed in **November** and minor preventative maintenance will be performed in **April** and **July**. Load bank testing will be performed by **December** and fuel polishing will be done in **May** after the fuel tanks have been topped up for the hurricane season.

LOAD BANK TESTING: Duration should be a minimum of 2 hours.

FUEL POLISHING (ALTERNATE BID):

Water and Sludge Removal: The vendor shall remove "free water" and sludge material prior to filtering.

Filtering: The vendor shall set up suction and discharge hoses to create flow through fuel tanks requiring cleaning services. Fuel shall be drawn from the low point, processed through the filtration unit and returned to the opposite end of the tank. During the suction process, the vendor shall move the suction wand around within the tank in order to reach as much of the tank as possible. The amount of fuel within each proposed tank shall be filtered two (2) to three (3) times.

Chemical Additives: A 1.5 Biocide (Predator 5000 or similar) shall be used to kill microbial growth and shall be added to the fuel at least 24 hours prior to the filtering and polishing process. A 1.5 Biocide may also be used as a preventative measure when added to the fuel after the filtering and polishing process.

Fuel polishing will be done in May each year.

Price should include all labor, material, travel, removal and disposal of waste fuel, water and sludge, to complete requested services. Removal of solid and liquid waste from the cleaning and polishing process in accordance with EPA and State compliance. The Contractor shall provide suitable handling equipment and vehicles to remove from site any sludge or scale which could give rise to dangerous conditions.

REPLACEMENT/REPAIR PARTS: All replacement/repair parts must be genuine original manufacturer's parts unless approved by the District, and must be either new or like-new refurbished parts. Parts shall be provided at the percentage mark-up as stated on the Bid Form. The District may at its discretion request for invoices documenting the Contractor's cost for parts in excess of one hundred dollars before billing, and reserves the right to withhold payment of the parts until documentation is provided.

PROCUREMENT OF GENERATORS: As the need arises, for any procurement of new generators, the Contractor may provide a quote to the District, according to required specifications. In accordance with the District and state procurement policies, the District reserves the right to request quotes from other vendors for comparison, before selecting equipment for purchase. For procurement of any new generators, please also refer to Section 21 of Attachment 3.

WARRANTED EQUIPMENT: If purchased from the Contractor, equipment will have at least one (1) year warranty against defective material(s) and workmanship, which shall be inclusive 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 Contractor shall have the responsibility of placing and tracking any warranty trouble call with the warranty supplier.

RECORDS AND DOCUMENTATION: The Contractor shall maintain and update generator systems maintenance records for each equipment serviced. Such documentation shall include, but shall not be limited to, records of all service calls, preventative maintenance performed, and any system modifications, if applicable. The District may request reports on generator maintenance, generator condition as needed from the Contractor.

GENERAL MAINTENANCE RESPONSIBILITIES: The Contractor shall be responsible for removal and disposal of all debris including coolant, waste oil, filters, any other hazardous material, or associated parts and shall comply with all Federal, State and local regulations for disposal of hazardous materials.

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 3 professional references for similar work (in size and type) on the provided List of References Form.

SUBCONTRACTING: The Contractor agrees that his/her 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. Subcontracting is only allowed with approval from the District. If a Subcontractor is utilized, their services will be paid by the Contractor at the same hourly rate and cost stipulated in the bid and subjected to the same terms and conditions of the agreement. The District will be billed at cost by Contractor, with no markups allowed for Subcontractor services.

ATTACHMENT 1 - GENERATOR LIST

No.	Dept	Location	Size (kW)	Fuel Tank (gal.)	Manufacturer	Model	S/N
1	Collections	V1 (446 Alta Vista Ave)	200	375	Generac/Mitsubishi	Gen 3470410106, Engine OD5703	Gen 2073989, Engine 6D16-962696
2	Collections	V2 (1111 Drury Ln)	200	750	MTU/JD	Gen 200RUSDT3, Motor 6068HF485	Gen 315687112309, Motor PE6068410711
3	Collections	V3 (510 Stewart St)	200	350	Bluestar/Volvo Penta	Gen VD200-01, Engine TAD 753GE	Gen 102450-1-1, Engine 5311994371
4	Collections	V4 (3170 10th St)	200	375	Generac/Mitsubishi	Gen 3470410100, Engine OD5703	Gen 2073988, Engine 6D16-962145
*4a.	Collections	V4 (3170 10th St)	200	375	Blue Star	JD 200-01	Engine JD 6068HFG85
5	Collections	V6 (1025 Kathleen Pl)	200	375	Bluestar/John Deere	JD 200-01	117325-11
6	Collections	V7 (1693 Keyway Rd)	200	375	Generac/Mitsubishi	Gen 4170840100, Engine OD5703	Gen 2077715, Engine 6D16-968374
7	Collections	Holiday Venture (13000 Halegan Way)	250	500	Caterpillar/Caterpillar	Gen SR4B, Engine 3306	Gen 7VR03094
8	Collections	L/S 210 (1922 Beach Rd)	155	500	Kohler/JD	Gen 150RE02H0, Engine 6068HF2815	Gen 2161D56, Engine L010511
9	Collections	201 Selma Ave	125	180	Aksa (Portable)/Perkins	Gen AT-100, Engine 3362	U249626Y
10	Collections	201 Selma Ave	125	180	Aksa (Portable)/Perkins	Gen AT-100, Engine 3362	U249611Y
11	Collections	201 Selma Ave	125	180	Aksa (Portable)/Perkins	Gen AT-100, Engine 3362	U249631Y
12	Collections	201 Selma Ave (Green)	125	200	Cummins Onan/Cummins	Gen DGFB-3366794, Engine 6CT8.3-G2	Gen B990865361, Engine 45807080
13	Collections	201 Selma Ave (White)	60	200	Cummins Onan/Cummins	Gen 60DGC8, Engine 4BT3.9-G2	Gen I960618313, Engine 45415480
14	Collections	201 Selma Ave (Tan)	68	150	Generac/Hino	Gen 9336-3, Generac P/N 31209	Gen 2004637
15	Collections	201 Selma Ave	180	300	Generac/Mitsubishi	Gen 2359840100, Engine Generac P/N OD5703	Gen 2067409, Engine 6D16-951580
16	Collections	Portable	38	540	Wacker Neuson	G50	24497020
17	WRF	140 Telman Rd (Headworks)	250	2424	Detroit Diesel/MTU	DS00250D6SRAH1574	326322-1-1-1110
18	WRF	140 Telman Rd (Main)	1000	2000	Detroit Diesel Spectrum 1000	1000DS4	722874
*18a.	WRF	140 Telman Rd (Main)	1250	2500	Blue Star	MD1250-01	Engine Mitsubishi S12R-Y2PTAW-1

No.	Dept	Location	Size (kW)		Manufacturer	Model	S/N
19	Production	201 Selma Ave (Lime Plant)	500	6000	Bluestar/Volvo	VD500-01, TAD1641GE	117149-1-1
20	Production	201 Selma Ave (RO Plant 1)	500	6000	Caterpillar	C15	G7A06757
21	Production	201 Selma Ave (RO Plant 2)	500	305	Caterpillar	C15	G7A06758
22	Admin	Main Office	100	320	Generac/Mitsubishi	Gen 4517110100, Engine 4D34-T	Gen 207988, Engine 4D34.KD6077

***Generators 4 and 18 will be replaced by 4a. and 18a. which are on order and expected to be in commission FY 2023.**

ATTACHMENT 2 - PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST

	Major	Minor
TANKS – Page 1 of 3		
Replace fuel filters as required	√	√
Check tanks for presence of water, report to manager if contaminated	√	√
Inspect day tanks, float switches, transfer pumps, solenoid valves, strainers, filters, flexible hoses and connectors, overflows and piping (adjust as required)	√	√
Check gas pressure of LPG and NG units.	√	√
Check for proper operation of all gaseous components and accessories.	√	√
Check level of main diesel fuel tank and day tanks.	√	√
COOLING		
Check water hoses (leaks, condition, connections)	√	√
Check radiator/heat exchange (blockage, damage, leaks)	√	√
Check drive belts (condition, adjust if needed)	√	√
Check fan and alternators (lube bearing, condition, cracks)	√	√
Check operation of coolant heaters (adjust if needed)	√	√
Check water pumps (leaks)	√	√
Check coolant level/antifreeze protection (add if needed)	√	√
Check operating temperature	√	√
Pressure test radiator and cap	√	√
Change water filters	√	
FUEL SYSTEM SERVICE		
Check for leaks (hose condition, connections)	√	√
Check injectors	√	√
Check fuel transfer pump (operation, leaks)	√	√
Check governor (linkage, operations, adjustments)	√	√
Check daytank if applicable (operations, leaks)	√	√
Drain water separator (sediments)	√	√
Change engine fuel filters	√	
Fuel analysis test (if required)	√	
INTAKE/EXHAUST SYSTEM SERVICE		
Visual check of piping/connections (leaks, restrictions, conditions)	√	√
Inspect condensation traps, insulation, back pressure, hangers, supports and flexible section integrity	√	√
Drain condensation traps if necessary	√	√
Check crankcase breather (clean, if needed)	√	√
Check turbocharger (operation, leaks and carbon buildup)	√	√
Clean and inspect air cleaner element (change as needed, minimum annually)	√	√

LUBRICATION SYSTEM SERVICE – Page 2 of 3	Major	Minor
Check oil level (condition of hoses, add oil as needed)	√	√
Check oil pressure _____ PSI	√	√
Check for leaks (tighten loose connections)	√	√
Check operation of oil heater, crankcase breather	√	√
Check hydraulic governor (add oil if needed)	√	√
Take oil sample for analysis (before oil change)	√	√
Change engine oil and filters	√	
ELECTRICAL SYSTEM SERVICE		
Check batteries (fluid level, condition, operation, specific gravity)	√	√
Check battery voltage	√	√
Check battery voltage drop when starting _____ VDC	√	√
Check battery connections (clean, tighten if needed)	√	√
Check battery charger operation _____ charge rate (adjust if needed)	√	√
Check starting ability (starter amperage draw) _____ amps	√	√
Visual check of engine wiring (shorts, breaks)	√	√
Test all safeties (overspeed, low oil pressure, low water temp, low fuel level, overcrank, high water temp, low water level)	√	√
GENERAL SYSTEM SERVICE		
Check engine room (ventilation)	√	√
Check control positions (auto, off, breakers)	√	√
Check mounts (tighten if needed)	√	√
Check hour meter operation	√	√
Service decal in place	√	√
Check date and generator log	√	√
GENERATOR SYSTEM SERVICE		
Check general condition of generator	√	√
Check generator voltage _____ volts	√	√
Check frequency (no load) _____ Hz	√	√
Check wiring and tighten as needed (controls, breaker, regulator)	√	√
Visual check of stator and rotor	√	√
Check wiring and tighten as needed (controls, breaker, regulator)	√	√

GENERATOR SYSTEM SERVICE CONTINUED – Pg 3 of 3	Major	Minor
Check brushes/rectifiers, commutator, slip rings, spark plugs and bearings	√	√
Check windings and electrical connections	√	√
Grease main generator bearing	√	
TRANSFER SWITCH		
Check calibration of meters	√	√
Test transfer switch (with District approval)	√	√
Adjust timers to customer needs	√	√
Check wiring (controls, safeties, mains)	√	√

ATTACHMENT 3 – LOAD BANK TESTING

ENGINE GENERATOR SET INSPECTION CHECKLIST						
SECTION A - CUSTOMER DATA						
1. PLANT/BUILDING	2. LOCATION	3. JOB NUMBER				
4. EQUIPMENT	5. CIRCUIT DESIGNATION	6. DATE (YYYYMMDD)				
7. TEST EQUIPMENT TYPE/BRAND AND CALIBRATION DATE					8. TESTED BY	
SECTION B - EQUIPMENT DATA						
9. MANUFACTURER	10. STYLES/S.O.	11. VOLTAGE RATING		12. KW RATING		
13. CIRCUIT BREAKER SIZE/INTERRUPTING RATING		14. WET BULB TEMPERATURE		15. DRY BULB TEMPERATURE		
SECTION C - VISUAL AND ELECTRICAL/MECHANICAL INSPECTION						
16. CHECK POINT	COND*	NOTES	CHECK POINT	COND*	NOTES	
EXTERIOR OF EQUIPMENT			EQUIPMENT IDENTIFICATION			
COMPLETENESS OF ASSEMBLY			BRACING			
EQUIPMENT ROTATION			PROPER PHASE CONNECTIONS			
CHECK OIL LEVEL			REFERENCE DRAWINGS			
CHECK FUEL LEVEL			WORKING CLEARANCE			
PROPER EQUIPMENT GROUNDING			ANCHORAGE			
CHECK METERS/GAUGES			ALL FILTERS AND VENTS CLEAR			
TIGHTNESS OF BOLTED CONNECTIONS			CHECK EQUIPMENT ENVIRONMENTAL CLASSIFICATION			
VERIFY GOVERNOR AND REGULATOR			CHECK FOR PROVISIONS OF SPILL CONTAINER			
CHECK VIBRATION			CONTROL SYSTEM			
CHECK BATTERIES			CHECK FUEL FILTER			
CHECK RADIATOR FLUID			CHECK ALARM INDICATORS: PROPER COLOR FOR EACH FUNCTION			
PROPER SYSTEM GROUND						
SECTION D - ELECTRICAL TESTS						
17. INSULATION RESISTANCE @ V	A-GRD	B-GRD	C-GRD	A-B	B-C	C-A
POLARIZATION INDEX RATIO = 10 MINUTE/1 MINUTE						
DC OVERPOTENTIAL TEST @ V						
18. NOTES 1. PERFORM 5 MEASUREMENTS AT ONE MINUTE INTERVALS. 2. DC HIPOT MEASUREMENTS SHOULD BEGIN AT 20% OF MAXIMUM TEST VOLTAGE AND INCREASE IN EQUAL INTERVALS. $\text{MAX DC TEST VOLTAGE} = R (2 \times \text{NAMEPLATE RATING}) \times 1.6$ WHERE R = .8 FOR DC TEST ON INSTALLATION WHERE R = .6 FOR DC TEST AFTER SERVICE (TEST MEASUREMENTS SHOULD NOT EXCEED MANUFACTURER'S RECOMMENDATION)						
PLEASE DISREGARD SECTION 18 IN ITS ENTIRETY.						

SECTION D - ELECTRICAL TESTS (Continued)											
19. MEASUREMENT DESCRIPTION	VOLTAGE AND CURRENT MEASUREMENTS										
	VOLTAGE**						CURRENT**				
	A-N	B-N	C-N	A-B	B-C	C-A	A	B	C	N	G
20. LOAD TESTS AS A PERCENTAGE OF GENERATOR RATING	NO LOAD	25 %	75 %	100 %	110% (PRIME ENGINE ONLY)						
A-N											
B-N											
C-N											
A-B											
B-C											
C-A											
A											
B											
C											
N											
G											
21. NOTES											
1. VOLTAGE MEASUREMENT TO BE MADE AFTER GENERATOR IS STARTED AND CONNECTED TO LOAD (CAN USE LOAD BANK).											
2. DURING COMMISSIONING OF GENERATOR SETS OR ANY EQUIPMENT, A REPRESENTATIVE OF THE MANUFACTURING COMPANY OR SUPPLIER MUST BE PRESENT TO WITNESS AND/OR PERFORM THE TESTS.											
3. ENGINE GENERATOR TESTING IS A VERY INTENSIVE PROCESS AND REQUIRES A 10 TO 14 HOUR DAY DEPENDING ON THE EQUIPMENT BEING COMMISSIONED. SUPPLIER/MANUFACTURER NORMALLY SUPPLY GENERATOR TESTING LOAD REQUIREMENTS.											
4. VERIFY ALL SYSTEM CHECK POINTS DURING LOAD CHANGES AND RECORD PER SPECIFIED REQUIREMENTS AND/OR EQUIPMENT MANUFACTURER.											
5. PERFORM AND RECORD ENGINE MANUFACTURER'S RECOMMENDED CHECKS AND INSPECTIONS.											
6. LOAD BANK DURATION WILL BE A MINIMUM OF 2 HOURS.											
*CONDITION: A=ACCEPTABLE; R=NEEDS REPAIR, REPLACEMENT OR ADJUSTMENT; C=CORRECTED; NA=NOT APPLICABLE											
**NOTE VALUE AND PHASING											



BID FORM FOR RFB 2022-132
Generator Maintenance, Repair Services & Fuel Polishing

Generator No. corresponding to Generator List by Dept.	Size (kW)	Minor PM (Times/Yr)	Cost (\$)/visit	Extended Cost (\$)/Yr, A	Major PM (Times/Yr)	Cost (\$), B	Load Bank Testing (Times/Yr)	Cost (\$), C	Total Cost (A + B + C), (\$)/Year
1 - Collections	200	2X			1X		1X		
2 - Collections	200	2X			1X		1X		
3 - Collections	200	2X			1X		1X		
4 - Collections	200	2X			1X		1X		
*4a. - Collections	200	2X			1X		1X		
5 - Collections	200	2X			1X		1X		
6 - Collections	200	2X			1X		1X		
7 - Collections	250	2X			1X		1X		
8 - Collections	155	2X			1X		1X		
9 - Collections	125	2X			1X		1X		
10 - Collections	125	2X			1X		1X		
11 - Collections	125	2X			1X		1X		
12 - Collections	125	2X			1X		1X		
13 – Collections	60	2X			1X		1X		
14 – Collections	68	2X			1X		1X		
15 - Collections	180	2X			1X		1X		

Generator Maintenance, Repair Services & Fuel Polishing

Generator No. corresponding to Generator List by Dept.	Size (kW)	Minor PM (Times/Yr)	Cost (\$)/visit	Extended Cost (\$)/Yr, A	Major PM (Times/Yr)	Cost (\$), B	Load Bank Testing (Times/Yr)	Cost (\$), C	Total Cost (A + B + C), (\$)/Year
16 - Collections	38	2X			1X				
17 - WRF	250	2X			1X				
18 - WRF	1000	2X			1X				
*18a. - WRF	1250	2X			1X				
19 - Production	500	2X			1X				
20 - Production	500	2X			1X				
21 - Production	500	2X			1X				
22 - Admin	100	2X			1X				
TOTAL AMOUNT FOR GENERATOR PM PER YEAR, D (\$)									

*Generators 4 and 18 will be replaced by 4a. and 18a. which are on order and expected to be in commission FY 2023

For Repairs/Installation Services (No service or mileage charges allowed):

Estimated Hours, Regular Rate	Cost (\$)/Hour	Extended Total (\$)	Estimated Hours, After Hours Rate	Cost (\$)/Hour	Extended Total (\$)	TOTAL LABOR COST E (\$)
150			25			

BASE BID TOTAL AMOUNT (\$), **D + E** _____

(Written in Words)

Ability to meet 2-hour Emergency Response Time (Yes/No): _____

% Markup from cost on Parts (Not to exceed 15%): _____

NAME OF BIDDER'S COMPANY: _____

ALTERNATE BID: FUEL POLISHING

Generator No.	Location	Size (kW)	Fuel Tank (Gallons)	Unit Price (\$)
1 - Collections	V1 (446 Alta Vista Ave)	200	375	
2 - Collections	V2 (1111 Drury Ln)	200	750	
3 - Collections	V3 (510 Stewart St)	200	350	
4 - Collections	V4 (3170 10th St)	200	375	
*4a. - Collections	V4 (3170 10th St)	200	375	
5 - Collections	V6 (1025 Kathleen Pl)	200	375	
6 - Collections	V7 (1693 Keyway Rd)	200	375	
7 - Collections	Holiday Venture (13000 Halegan Way)	250	500	
8 - Collections	L/S 210 (1922 Beach Rd)	155	500	
9 - Collections	201 Selma Ave	125	180	
10 - Collections	201 Selma Ave	125	180	
11 - Collections	201 Selma Ave	125	180	
12 - Collections	201 Selma Ave (Green)	125	200	
13 – Collections	201 Selma Ave (White)	60	200	
14 – Collections	201 Selma Ave (Tan)	68	150	
15 - Collections	201 Selma Ave	180	300	
16 - Collections	Portable	38	540	
17 - WRF	140 Telman Rd (Headworks)	250	2424	
18 - WRF	140 Telman Rd (Main)	1000	2000	
*18a. - WRF	140 Telman Rd (Main)	1250	2500	
19 - Production	201 Selma Ave (Lime Plant)	500	6000	
20 - Production	201 Selma Ave (RO Plant 1)	500	6000	
21 - Production	201 Selma Ave (RO Plant 2)	500	305	
22 - Admin	Main Office	100	320	
ALTERNATE BID TOTAL, F (\$)				

***Generators 4 and 18 will be replaced by 4a. and 18a. which are on order and expected to be in commission FY 2023**

ALTERNATE BID TOTAL AMOUNT (\$), F _____

(Written in words)

NAME OF BIDDER'S COMPANY: _____

BID CHECKLIST

The undersigned, as Bidder declares that he/she has read the Bid Documents comprising of Request for Bids, Instructions to Bidders, Insurance Requirements, General Provisions, Technical Specifications, and other related documents included in this bid package for **RFB 2022-132 Generator Maintenance, Repair Services & Fuel Polishing** and agrees to provide services as specified in the Bid Documents, in accordance to the price submitted in the Bid Form.

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

A) SUBMITTED DOCUMENTATION

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

- ☐ Bid Form
- ☐ References List
- ☐ Conflict of Interest Form
- ☐ Non-Collusive Affidavit
- ☐ Drug Free Workplace Form
- ☐ Public Entity Crime Information Form
- ☐ 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.)
- ☐ Vendor Certification for E-Verify System

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**

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

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 thirty (30) days after opening the bids, whichever is earlier. Bid results will be posted

on DemandStar, as well as on the District website. 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.

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: _____

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: _____

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 _____, 200____.

By: _____

(Printed Name)

(Title)

State of Florida

County of _____

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

NOTARY SEAL:

Notary Public - State of Florida
Print Name: _____
Commission No: _____

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 _____, 200 _____.

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: _____

DRUG FREE WORKPLACE FORM

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that _____
(Company Name) does:

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.

1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. 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.
4. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
5. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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.

Authorized Personnel's Signature

Date

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: _____

VENDOR CERTIFICATION FOR E-VERIFY SYSTEM

STATE OF _____

COUNTY OF _____

The undersigned Vendor/Consultant/Contractor (Vendor), after being duly sworn, states the following:

1. Vendor is a person or entity that has entered into or is attempting to enter into a contract with the Englewood Water District to provide labor, supplies, or services to the District in exchange for salary, wages or other remuneration.
2. Vendor has registered with and will use the E-Verify system of the United States Department of Homeland Security to verify the employment eligibility of:
 - a. All persons newly hired by the Vendor to perform employment duties within Florida during the term of the contract; and
 - b. All persons including sub-contractors, sub-vendors or sub-consultants, assigned by the Vendor to perform work pursuant to the contract with the District.
3. If the Vendor becomes the successful contractor who enters into a contract with the District, then the Vendor will comply with the requirements of Section 448.095, Fla. State. "Employment Eligibility", as amended from time to time.
4. Vendor will obtain an affidavit from all subcontractors attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien as defined in 8 U.S. Code, Section 1324(H)(3).
5. Vendor will maintain the original affidavit of all subcontractors for the duration of the contract.
6. Vendor affirms that 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.

VENDOR: _____ (Vendor's Company Name)

_____ (Vendor Signature)

_____ (Printed Name)

_____ (Title)

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: _____