

**REQUEST FOR PROPOSALS (RFP): CEDAR KEY WATER AND SEWER DISTRICT**

**RFP No. 2024-01**

**Tax Exempt Revolving Line of Credit**

**Issue Date: October 10, 2024**

**Issued By:** Cedar Key Water and Sewer District (“District”)

**Sealed proposals are due on November 4, 2024, by 3:00 PM EST.**

The Offeror must submit one (1) original, five (5) hard copies of RFP and one (1) digital copy on USB Flash Drive (in pdf) of the Proposal; must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a **sealed** envelope or package. The notation “**Revolving Line of Credit, RFP No. 2024-01**” must be clearly marked on the front of that envelope or package.

All questions must be submitted to John Rittenhouse, General Manager, at [jrittenhouse@ckwater.org](mailto:jrittenhouse@ckwater.org) by October 25, 2024 at 3:00 PM EST. A Cone of Silence will be in effect for this RFP beginning with the date this RFP and through issuance of a Notice of Award. In accordance with same, except for written communications submitted to the email address listed above, the District prohibits communication to or with any officer, member, elected official, department, office or employee of the District during the solicitation process from the date of advertisement of the RFP through notice of award.

**Sealed Proposals are to be mailed or hand delivered to:**

Cedar Key Water and Sewer District  
Attn: John Rittenhouse, General Manager  
510 3rd Street  
Cedar Key, Florida 32625

\*All sealed Proposals must include the Proposal Transmittal Form (page 2) and Sworn Statement on Public Entity Crimes (page 10).

The District reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informality in any proposal received by the District.

**PROPOSAL TRANSMITTAL FORM**

**This page is to be completed by the Offeror and this page must be returned with the Proposal.**

In compliance with this RFP and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the successful Offeror. No proposal may be withdrawn for a period of ninety (90) days after the opening of the proposal, except as provided in the RFP.

**This Proposal in response to RFP 2024-01, Revolving Line of Credit, is submitted by the below named firm/individual by the undersigned authorized representative.**

\_\_\_\_\_  
(Firm Name)

BY \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed or Typed Name)

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
TELEPHONE

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

FEID # \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

## INTRODUCTION

The Cedar Key Water and Sewer District (“District”) is an independent special district entity created by legislative special act in 1963 for the purpose of providing potable water and wastewater treatment, transmission, collection, and distribution services to a geographic area that includes the City of Cedar Key. The District is seeking competitive proposals from qualified financial institutions (“Offerors”) to provide a variable rate, tax-exempt, revolving line of credit, for up to \$1,500,000.00 to assist the District in funding up-front costs for FEMA disaster recovery projects and certain state grant funded infrastructure projects which must be performed on a cost reimbursement basis. The objective of this RFP is to identify the institution that can best provide the District with a variable rate, tax-exempt, revolving line of credit, at the lowest overall borrowing cost and in the best interest of the District.

Sealed Proposals are to be mailed or hand delivered to:  
Cedar Key Water and Sewer District  
Attn: John Rittenhouse, General Manager  
510 3rd Street  
Cedar Key, Florida 32625

Late submittals received after the forementioned deadline date, either by mail or otherwise, will not be considered and will be returned unopened. The time of receipt will be determined by the time received in the Administration Office. It is the sole responsibility of the firm for assuring that the RFP is received in the Administration Office by the designated date and time. No faxed, electronic or oral RFP will be accepted.

The Offeror must submit one (1) original, five (5) hard copies of RFP and one (1) digital copy on USB Flash Drive (in pdf) of the Proposal; must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a **sealed** envelope or package. The notation “**Revolving Line of Credit, RFP No. 2024-01**” must be clearly marked on the front of that envelope or package.

The District reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, to negotiate further with any selected Offeror, and to make an award to the Offeror whose proposal is, at the sole discretion of the District, determined to be in the best interest of the District.

All questions must be submitted to John Rittenhouse, General Manager, at [jrittenhouse@ckwater.org](mailto:jrittenhouse@ckwater.org) by October 25, 2024 at 3:00 PM EST. A Cone of Silence will be in effect for this RFP beginning with the date this RFP and through issuance of a Notice of Award. In accordance with same, except for written communications submitted to the email address listed above, the District prohibits communication to or with any officer, member, elected official, department, office or employee of the District during the solicitation process from the date of advertisement of the RFP through notice of award.

It is understood that any proposal response received and evaluated by the District can be used as a basis for direct negotiation of the cost and terms of a contract between the District and the institution submitting such a proposal. The District reserves the right to determine, in its sole and absolute discretion, whether any aspect of the proposal satisfactorily meets the criteria established by the District, the right to seek clarification from any firm submitting a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirety, the RFP. The RFP does not commit the District either to award a contract or to pay for any costs incurred in the preparation of a proposal.

**Each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal.**

**REQUEST FOR PROPOSALS 2024-01**  
**Tax Exempt Revolving Line of Credit**

**SECTION 1. BACKGROUND AND SECURITY**

The District is requesting Proposals from qualified financial institutions (“Offeror”) for a revolving line of credit that will be in effect for a four (4) year period in the amount of \$1,500,000.00 (the “Line of Credit” or “LOC”). During the period during which the LOC will be in effect, the District plans to draw from it on an “as-needed” basis to finance various FEMA related disaster recovery projects and state funded grant projects. Below is a working list of proposed projects:

Proposed Projects and Cost Estimates

Lift Station Rehabilitation Projects -       \$ 10,000,000.00  
(via Florida Commerce and FDEP Grants)

Hurricane Idalia and Helene Recovery -     \$ TBD  
(via FEMA)

It is anticipated that the LOC will be secured by a covenant to budget and appropriate legally available non-ad valorem revenues and/or a pledge of water and sewer utility fee revenues.

The District’s Charter restricts the interest it may pay on debt instruments to a rate of not more than 7% per year.

The following information regarding the District’s financial status is being provided as supplemental information on the District’s website:

- The District’s most recent audit; and
- Florida Commerce and FDEP Grant Agreements for Lift Station Rehabilitation

## SECTION 2. SUMMARY OF LINE OF CREDIT SPECIFICATIONS

- A. Borrower: Cedar Key Water and Sewer District, an independent special district unit of government
- B. Amount and Purpose: \$1,500,000.00 Tax-Exempt revolving LOC to be used for various draws relating to the above-described grant funded projects
- C. Term: 4 years with Principal due at final maturity. The District requests that the LOC allows for prepayment at any time without penalty.
- D. Security: Covenant to budget and appropriate legally available non-ad valorem revenues and/or a pledge of water and sewer utility fee revenues.
- E. Interest: Variable rate. Provided, the District's Charter restricts the interest it may pay on debt instruments to a rate of not more than 7% per year. As such, the LOC will need to include a cap on interest rates to ensure rates do not exceed 7% per year. Interest calculation will be based upon 30/360 day basis and payable on the first of every month.
- F. Credit Approval: Prior to submission of proposal, credit approval is preferred. If the facility has not been credit approved, provide the timeframe necessary to obtain approval.
- G. Renewal Option:
  - 1. Please confirm your willingness to provide ongoing renewal provisions (evergreen provisions), otherwise state when renewal request should be made in anticipation of the expiration date.
  - 2. Please confirm your willingness to allow the District to reduce the commitment amount or to terminate the LOC at any time, and at its sole discretion without any early termination penalties.
- H. The District is not anticipating any proposal will request capital adequacy, cross default, acceleration or other interest rate adjustment language with respect to changes to tax law. The only interest rate adjustment provision the District will consider is an adjustment to an agreed upon fixed taxable rate in the event the applicable financing is determined to be taxable or non-bank qualified solely as a result of actions or inactions of the District.
- I. Bond counsel shall be selected by the District.
- J. Please submit all terms and conditions or requirements of the Offeror if different from the requested items.

### **SECTION 3. PRICING**

Proposals shall include, at a minimum, the following information:

- The approximate starting interest rate for the draws and the basis for the calculation.
- A statement acknowledging and agreeing that the maximum interest rate that may be charged at any time for the LOC is 7% per year, as mandated by the District's Charter
- Any up-front fees, with the description and timing of payment.
- Provide the formula for calculating and frequency of payment of fees for unreimbursed draws on the Line of Credit. Include the applicable maximum rate, term rate and term loan provisions.
- Minimum draw requirements or timing restrictions, if any.
- Default rate.
- Termination or reduction fee, if any.
- Provide any other fees or costs to be paid by the District, if any, and timing of payment of same.
- Terms under which the District may prepay amounts drawn on the line of credit.

### **SECTION 4. INSTRUCTIONS TO OFFERORS**

- A. Proposals shall address all required criteria described herein, including but not limited to those described in Sections 2 and 3 hereof, and this Section 4. Proposals may be structured in any format, so long as they include all of the required information. A suggested Proposal format is as follows:
1. Proposal Transmittal Form (see page 2)
  2. Cover Letter
  3. Qualifications, Experience, and References
  4. Proposed Terms of LOC
  5. Sworn Statement on Public Entity Crimes (see page 10)
- B. Qualifications, Experience, and References:
1. Proposals shall provide a brief description of the qualifications and experience of the Offeror.
  2. Proposals shall provide references, including names and contact information from at least three (3) other issuers for which the bank has served as a Revolving Line of Credit lender. Government references are preferred.
- C. Additional Conditions and Covenants - Proposals shall state any additional substantive covenants, security requirements or other terms and conditions not covered herein or that deviate from those described herein.

- D. Offerors must submit one (1) original, five (5) hard copies, and one (1) digital copy on USB Flash Drive (in pdf) of the Proposal. Proposals must be signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. The notation “Revolving Line of Credit, RFP No. 2024-01” must be clearly marked on the front of that envelope or package.
- E. The District may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- F. The District has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- G. The District is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the District.
- H. Any material deviations from the requirements described in this RFP may result in the Proposal being deemed non-responsive.

## **SECTION 5. EVALUATION CRITERIA AND SELECTION PROCESS**

- A. All Proposals submitted in Response to this RFP will be reviewed by the District for responsiveness. The District may utilize outside consultants to assist in review of the Proposals at its discretion. Price shall be considered, but is not the sole determining factor in making an award. The decision whether to make an award pursuant to this RFP shall rest solely with the District Board of Commissioners.
- B. Negotiations shall be conducted by the District, or its designee, with the Offeror so selected. The District shall select the Offeror which in its opinion has made the best Proposal and may award the contract to that Offeror.
- C. The District or its designee may cancel this RFP or reject any/or all proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.
- D. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their Proposal. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the District and may or may not be conducted.



## **SECTION 6. SCHEDULE OF EVENTS**

October 10, 2024 – Release of RFP

October 25, 2024 – All questions submitted

November 4, 2024 @ 3pm – Proposals due

TBD – Interview(s)/Negotiations with any selected Offeror (if requested by District)

TBD – Award by District Board of District Commissioners

## **SECTION 7. MISCELLANEOUS**

- A. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretation, corrections, or changes. The District or its designee will issue Addenda. Addenda will be posted on the District Website. It is the sole responsibility of the Offeror to check the District Website for any addenda that may be posted.
- B. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit of money, service, or anything of more than nominal value, present or promised.
- C. The District may perform investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The District reserves the right to reject any proposal if the Offeror fails to satisfy the District, in the District's sole opinion.
- D. Reserved Rights: The District, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in a Proposal received as a result of this RFP. The District does not guarantee the award of any contract as a result of this solicitation process.

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

ALL OFFERORS MUST COMPLETE THIS FORM AND SUBMIT IT WITH THEIR PROPOSAL

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Cedar Key Water and Sewer District.

By

:

\_\_\_\_\_ [Print individual's name and title]

for

\_\_\_\_\_ [Print name of entity submitting sworn statement]

Whose business address is:

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is .

\_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

\_\_\_\_\_ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE**

**IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public  
Printed Name of Notary Public:  
Commission Number:  
Expiration of Commission

(Notary Stamp)