

CEDAR KEY WATER AND SEWER DISTRICT
INVITATION TO BID NO: 2024-02
SANITARY SEWER LIFT STATION REHABILITATION
ADDENDUM NO. 3

April 30, 2024

The following changes have been made to the plans & specifications for the above project:

A. CONTRACT DOCUMENTS/SPECIFICATIONS

ITEM	DOCUMENT	CHANGE
1.	Invitation to Bid: Section 9.6 – Insurance Requirements	Section 9.6 – Insurance Requirements was updated accordingly to include Pollution/Environmental Impairment Liability Insurance. The insurance description and minimum coverage amount is provided under this section. Please note that the Pollution/Environmental Impairment Liability Insurance is added as a required endorsement in Appendix E-9 (Required Policy Endorsements and Documentation).

B. CONSTRUCTION PLANS

None

C. QUESTIONS/COMMENTS

None

The CONTRACTOR shall acknowledge the receipt of this ADDENDUM by signing below, including a copy with the BID, and acknowledge where indicated.

CONTRACTOR _____

BY _____

DATE _____

**CEDAR KEY WATER AND SEWER DISTRICT
INVITATION TO BID NO: 2024-02
SANITARY SEWER LIFT STATION REHABILITATION**

**BID ADVERTISE DATE: March 27, 2024
BID RELEASE DATE: March 27, 2024
RESPONSE DUE DATE AND TIME: **May 3, 2024 @ 1:00 PM EST****

MAIL OR DELIVER RESPONSE TO:
(hand-delivery or express mail services)
Cedar Key Water and Sewer District
ATTN: ITB 2024-02
SANITARY SEWER LIFT STATION REHABILITATION
510 3rd Street
Cedar Key, Florida 32625

Contact:
Alicia M. Johns
Cedar Key Water and Sewer District
510 3rd Street
Cedar Key, Florida 32625
Website: www.ckwater.org
Phone Questions: (352)543-5285
Email Questions: alicia@ckwater.org

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ITB 2024-02
INSTRUCTIONS TO BIDDERS

Bidders interested in the Work are instructed to submit one (1) original hard copy and one (1) electronic copy (non-returnable USB flash drive) of its complete Bid in accordance with this ITB, no later than **May 3, 2024 @ 1:00 P.M., Eastern Time** (unless otherwise changed through an addendum to this ITB), to Alicia M. Johns, Cedar Key Water and Sewer District, 510 3rd Street, Cedar Key, Florida 32625. Proposals received after this date and time will not be considered and shall be returned unopened.

All Bids and all attachments must be bound and delivered **SEALED** to the District at the address shown below no later than the time and date set for receipt of Bids. Deliver OR mail the Bid in a **sealed** envelope/package to:

Cedar Key Water and Sewer District
ATTN: ITB 2024-02
SANITARY SEWER LIFT STATION REHABILITATION
510 3rd Street
Cedar Key, Florida 32625

1. Include name and address of Bidder on each sealed envelope/package.
2. If Bid is contained in multiple packages, number each sealed package sequentially, i.e., “1 of 3”, “2 of 3”, “3 of 3”.

Bidders shall construct their Bid in the following format. Required forms can also be provided in Microsoft Word format, upon request. Please contact Alicia M. Johns: (352) 543-5285 or email alicia@ckwater.org.

PROPOSAL TRANSMITTAL AND BID FORM (Appendix B)

All signatures must be by an individual with authority to legally bind the Bidder, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Bidder, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

All blanks on the Bid Form shall be completed in ink or electronically. A Bid price shall be indicated for each Bid item, and unit price item listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered. In the event of multiplication/addition error(s), the unit price shall prevail. Prices written in words shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation. An Excel version of the Bid Table within the Bid Form is available by contacting Alicia M. Johns at: (352) 543-5285 or email alicia@ckwater.org.

BID BOND (Appendix C)

All Bids shall be accompanied by Bid Bond made payable to District in the amount of 5% of Bidder's maximum Bid price and in the form of a certified check, cashier's check, or a Bid Bond, utilizing the Form contained in Appendix C hereto.

BIDDER QUALIFICATION QUESTIONNAIRE (Appendix D)

All Bids shall be a completed Bidder Qualification Questionnaire contained in Appendix D hereto.

REQUIRED FORMS, DOCUMENTS, AND CERTIFICATIONS (Appendix E)

All Bidders shall complete and submit the forms, documents, and certifications attached as Appendix E1 – E11 with their Bids.

ITB 2024-02
INTENT AND GENERAL INFORMATION

The Cedar Key Water and Sewer District (the “District”), through this Invitation to Bid No. **2024-02**, is soliciting bids from qualified businesses registered to do business in the State of Florida to provide lift station rehabilitation construction services of five of the District’s sanitary sewer lift stations (the “Work” or the “Project”). The Project includes the demolition of the existing lift station mechanical & electrical components, the installation of new pumps, new discharge piping, valves, and fittings, lining the interior of the existing wet well structure, a new wet well lid and concrete pad, and electrical modifications to make the lift station a complete and operable system. The scope of work is more thoroughly described in the Technical Specifications and Construction Plans attached hereto as Appendix G and H.

It is the intent of this ITB to enter into a Contract with the successful Bidder to begin upon approval of the District and the issuance of a Notice to Proceed (NTP), for the Work.

Firms interested in preparing a bid for this ITB must complete the requirements set forth in this ITB, its attached documents and documents incorporated by reference (collectively referred to as the “ITB”). Under the bid process of the District, the conditions set forth herein are binding on the Bidder as confirmed by the signature of a person with legal authority to bind the Bidder on the cover letter transmitting its Bid to the District in response to this ITB.

If this ITB is amended, the District will issue an appropriate addendum to the ITB. Any addendums will be posted on the District’s Website. If an addendum is issued, all terms and conditions of this ITB that are not specifically modified in the addendum shall remain unchanged. An addendum to this ITB will be issued if any of the date and/or time change, unless the date(s) fall after the date the ITB Bid(s) are due. Specific dates/time will be determined at each phase.

It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB. Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. Bidders are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Bidder’s risk.

The District reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The District also reserves the right at any time to withdraw all or part of this ITB in order to protect its best interests. The District is not liable for any costs incurred by the Bidder in preparing its response, nor is a response an offer to contract with any Bidder. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida’s public records laws.

While every effort is made to ensure the accuracy and completeness of information in the ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Bidder to include in its Proposal all pertinent information in accordance with the objectives of the ITB.

The ITB and any addenda issued are available on the District’s website at <http://www.ckwater.org> or by contacting Alicia M. Johns at (352)543-5285. All questions pertaining to this ITB should be submitted in writing in accordance with the ITB instructions set forth above.

ADA –Special Accommodations: Any person requiring accommodations by the District due to a disability should call Alicia M. Johns at (352)543-5285 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact Alicia M. Johns via the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the bid.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
Bid Advertisement Date/Release of ITB	March 27, 2024
Optional Pre-Bid Meeting	April 10, 2024 @3:00 PM EST
Bid Questions Due from Prospective Bidder	April 17, 2024
Responses to bid questions due	April 22, 2024
Addendum #2 Questions Due	April 24, 2024
Addendum #2 Responses Due	April 25, 2024
Addendum #3 Questions Due	April 29, 2024
Addendum #3 Responses Due	April 30, 2024
BIDS DUE TO DISTRICT	May 3, 2024 @ 1:00 PM EST
Posting of Intended Award	May 2024
Board Consideration of Intended Award	May 2024
Posting of Notice of Award	May 2024
District and Successful Bidder Enter Into Contract	May 2024

SECTION 2.0 BID QUESTIONS; PRE-BID MEETING

2.1 All inquiries and questions concerning this ITB, must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Alicia M. Johns at alicia@ckwater.org or mailed to Cedar Key Water and Sewer District, 510 3rd Street, Cedar Key, Florida 32625.

Questions and responses will be posted on the District’s Website and, if necessary, an Addendum or Addenda will be issued.

2.2 An **optional** pre-bid meeting will be held at the District Office, 510 3rd Street, Cedar Key, Florida 32625 at 3:00 PM EST on April 10, 2024. Representatives of the District and the Engineer will be present to discuss the Project. The District will prepare such Addenda as it considers necessary in response to questions raised at the pre-bid meeting. Oral statements may not be relied upon and will not be binding or legally effective.

SECTION 3.0 SCOPE OF WORK

- 3.1 All prospective Bidders shall carefully study and review the Technical Specifications for the Project attached hereto as Appendix G hereto, and the Construction Plans attached as Appendix H hereto.
- 3.2 Time is of the essence in the performance of the Work under this Agreement. The Work shall be substantially completed within 235 calendar days from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Design Professional when construction is sufficiently complete, in accordance with the Contract Documents, so the District can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the District within 265 calendar days from the Commencement Date. Additional provisions governing the contract time are described in the from Contract attached hereto as Appendix F, along with provisions for liquidated damages in the event the above-described timeframes for substantial and final completion are not met.
- 3.3 The use of subcontractors is permitted (subject to the requirements and limitations described in the Contract Documents), provided that the Successful Bidder shall self-perform a minimum of 50% of the Work.

SECTION 4.0 RECEIPT AND OPENING OF THE BID

- 4.1 The District will record the date and time of the receipt of all bids at the District's office located at 510 3rd Street, Cedar Key, Florida 32625. The responsibility for submitting the Bid to the District's Office no later than the specified time and date is solely that of the Bidder. The District will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

MAIL OR DELIVER BIDS TO:
(hand-delivery or express mail services)

Cedar Key Water and Sewer District
ATTN: ITB 2024-02
SANITARY SEWER LIFT STATION REHABILITATION
510 3rd Street
Cedar Key, Florida 32625

- 4.2 Submission of Bids by fax or other electronic means will not be accepted. Late Bids will not be accepted, i.e., any Bid submitted/received after **1:00 P.M. on May 3, 2024**, unless otherwise changed through the issuance of an addendum to this ITB.
- 4.3 Any bids received after the stated time and date will not be considered. Late bids shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the Bidder's request and expense.

- 4.4 A Bid may be withdrawn or modified only by written notification from the Bidder prior to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.
- 4.5 All timely bids will be opened on the date and time indicated in Section 1.0, Schedule of Events (i.e. date Bids are due) or as modified by addendum.

SECTION 5.0 CONE OF SILENCE

- 5.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date of **March 27, 2024** and will terminate upon issuance of Notice of Award. A violation of the “Cone of Silence” renders any award voidable at the sole discretion of the General Manager with approval from the District and may subject the potential Bidder or representative to debarment.
- 5.2 A prospective Bidder shall not have any communication with any of the Board of Commissioners nor candidates for same, nor any employees from the District, nor the Engineer concerning this project. Contractor/Bidder or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact District personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the District. Any such lobbying activities may cause immediate disqualification for this project.
- 5.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 2.0, Bid Questions. All such requests for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the District’s website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s).
- 5.4 The Cone of Silence shall not apply to:
- a. Communications at the pre-bid meeting.
 - b. Communications during contract negotiations between designated District employees and the intended Vendor.
 - c. Communication with a Vendor by a District employee following Competitive Procurement opening to clarify the Vendor's Response.
 - d. Communication following the filing of a challenge to a Competitive Procurement between the protesting Vendor or the selected Vendor and the General Manager’s Office, and District’s Attorney concerning the challenge.

SECTION 6.0 BID RESPONSE REQUIREMENTS

- 6.1 The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature.

Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Bid.

6.2 A complete Bid shall include all of the forms, documents, and certifications set forth in Appendix A hereto. This includes:

- a. Bid Form (Appendix B)
- b. Bid Bond (Appendix C)
- c. Bidder Qualifications Statement (Appendix D)
- d. All Required Forms and Certifications included in Appendix E

6.3 **All Bids shall be accompanied by Bid Bond made payable to District in the amount of 5% of Bidder's maximum Bid price and in the form of a certified check, cashier's check, or a Bid Bond (collectively herein referred to as "Bid Bond").**

- a. A Bid Bond shall be on a separate form included in the ITB (Appendix C). The Bid Bond shall be issued by a surety company that meets the requirements of Section 287.0935, Florida Statutes
- b. The Bid Bond of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and complied with the other conditions of the Notice of Award, whereupon the Bid Bond will be returned. If the Successful Bidder fails to sign and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, the District may annul the Notice of Award and the Bid Bond of that Bidder will be forfeited to the District as liquidated damages for such failure.
- c. The Bid Bond of any Bidder whom the District believes to have a reasonable chance of receiving the award may be retained by the District until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first (61st) day after the Bid opening whereupon the Bid Bond furnished by such Bidders will be returned. The Bid Bond of Bidders whom the District believes do not have a reasonable chance of receiving an award will be returned within ten (10) working days of the Bid opening.

6.2 Bids not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as required forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the District.

6.3 The District reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board of Commissioners may reject any and all Bids and seek new Bids when it is in the best interest of the District to do so.

- 6.4 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form, for a Bid by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.
 - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. Individual shall show the Bidder's name and business address.
 - d. Bid by a joint venture shall be executed by each joint venture member in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.
- 6.5 All names shall be printed in ink below the signatures.
- 6.6 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 6.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.
- 6.8 A Bidder seeking to do business with the District shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <https://www.dos.myflorida.com/>.
- The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Proposal Transmittal Form (Bid Form 1).
- 6.9 The Bid should address the requirements in a clear and concise manner in the order stated herein.
- 6.10 Bids must include the information/documents specified in the Bid Proposal Forms. Bids that do not adhere to the format or include the requested information/documents may be considered incomplete and therefore unresponsive by the District.

- 6.11 The District reserves the right to seek additional/supplemental representation on specific issues as needed.
- 6.12 Bids should be typed or clearly written. No changes in or corrections to Bids will be allowed after the Bids are opened.
- 6.13 The signer of the Bid must declare that the Bid in all respects fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.
- 6.14 The District shall not be liable for any costs incurred by Bidder prior to entering into a contract. Therefore, all Bidders are encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.

SECTION 7.0 EVALUATION OF BIDS AND AWARD PROCESS

- 7.1 Bidders who satisfy the required qualifications and are deemed responsible Bidders and who timely submit a responsive Bid will be considered by the District. A Bidder whose Bid, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible. Bids received from prospective Bidders who have been suspended or debarred will not be accepted or considered.
- 7.2 The District may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:
 - a. Ability, capacity and skill of the Bidder to perform the contract.
 - b. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.
 - c. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.
 - d. Quality of performance of previous contracts.
 - e. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
 - f. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.
 - g. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
 - h. Ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.
 - i. Number and scope of conditions attached to the bid or quote.
 - j. Qualifications of personnel, licensing and corporate qualifications.
 - k. Evidence of improper litigation.
 - l. Use of one or more subcontractors with a record of poor performance.

For the purposes of this section, the District may consider evidence from the ten-year period preceding the subject bid.

- 7.3 The District intends to issue a notice of intended award to the lowest price responsive and responsible bidder (subject to the District's right to reject all bids). No award shall be final until considered and approved by the Board.
- 7.4 In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the General Manager or designee is authorized, when time or economic considerations preclude rebidding of work of a reduced scope, to negotiate an adjustment of the scope of work with the lowest, responsive, responsible bidder, in order to bring the bid within the amount of available funds. After award of this Bid the District reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At Contract renewal time(s) or in the event of significant industry wide market changes, the District may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the District considers such adjustments to be in its best interest.
- 7.5 The District reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The District further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The District also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 7.6 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 7.7 In evaluating Bids, the District will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 7.8 The District may conduct such investigations as the District deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents. Any Bidder or sub-contractor that will have access to District facilities or property may be required to be screened to a level that may include but is not limited to fingerprinting and a statewide criminal background check. There may be fees associated with these procedures. These costs are the responsibility of the Bidder or sub-contractor.
- 7.9 If the Contract is to be awarded, the District will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the

bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to offer the award.

- 7.10 Responses to this ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. In the best interest of the District, the District reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Bidders are cautioned to make no assumptions unless their response has been deemed responsive.
- 7.11 Whenever two or more Bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible Bidders the following steps will be taken to establish the award to the lowest Bidder. This method shall be used for all ties.

Step 1 - Local Business:

Between a Local Business and a Non-Local Business, a Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Local Business.

Step 2 Drug Free Workplace:

At the conclusion of step 1 if all is equal, the Bidder with a Drug Free Workplace program shall be given preference, over a Bidder with no Drug Free Workplace program. The Contract award, or the first opportunity to negotiate, as applicable, shall be made to the Bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of § 287.087, F.S.

Step 3 Coin Flip:

At the conclusion of Step 1, and Step 2 if all is equal, the Contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

- 7.12 When the tie has been broken pursuant to the above procedures, the Contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 7.13 If an award or negotiation is unsuccessful with the initial Bidder, award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder if necessary.
- 7.14 When the District gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Documents which are identified in the Contract as attached thereto. Within ten (10) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to the District. The District shall deliver one fully signed counterpart to Successful Bidder.

SECTION 8.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 8.1 The District reserves the right to incorporate the successful Bid into the Contract. Failure of a Bidder to accept this obligation may result in the cancellation of the award. The Contract document and its exhibits are included as Appendix F, which is attached hereto and incorporated herein by reference.
- 8.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and the District. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the District's contract issued as a result of this ITB.
- 8.3 The District reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. **The District reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received.** Award will be made to the lowest responsible and responsive Bidder(s) within the category chosen for basis of award. The District reserves the right to award to one or multiple Bidders at its discretion.
- 8.4 The Successful Bidder will be required to assume responsibility for all services offered in the Bid. The District will consider the Successful Bidder to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 8.5 After successful posting of the award for 72 hours, the Successful Bidder will be required to enter into the Contract with the District within the timeframes described in Section 7.14.

SECTION 9.0 STANDARD TERMS AND CONDITIONS (STAC)

- 9.1 Definitions
- 9.2 Florida Public Records Law and Confidentiality
- 9.3 Procurement Challenges
- 9.4 Construction and Venue
- 9.5 Contract
- 9.6 Insurance Requirements and Bond Requirements

9.1 Definitions

The following definitions shall apply to this ITB. Additionally, terms defined in the Contract shall have the same meaning herein.

Award means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and their bid.

Bid a proposal submitted in response to this ITB.

Bid Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as bid. If required, a bid bond/deposit shall be for 5% of the amount of the bid.

Bidder means any firm, individual or organization submitting a Bid in response to this ITB.

Cone of Silence is the prohibition of any communication between a Vendor and a District officer, employee, or agent regarding a pending Competitive Procurement, except for such communications at a duly noticed Pre-Proposal Conference or oral presentation, or with the District's designated representative noted in the Competitive Procurement documents.

Contract or Agreement means the legally enforceable document agreed to and signed by the District and successful Bidder(s) (collectively referred to as the "Parties"). A draft Contract is attached hereto as Appendix F and incorporated herein.

District means the Cedar Key Water and Sewer District (the "District") and its employees.

Engineer means the consultant engineering firm utilized by the District for engineering design work, including preparation of the drawings and specifications, for this project.

ITB means this document, its attachments and any document hereinafter incorporated by reference.

Local Business means a business that has a current business tax receipt issued by Levy County, if required, and has its principal office located within Levy County currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

Notice to Proceed (NTP) Authorization/letter that will inform the Contractor of the date that Contractor can start work. NTP start date will be calculated Fifteen (15) calendar days from the date of the Notice to Award.

Successful Bidder means a Bidder who is Awarded a Contract as result of the Bid submitted in response to this ITB.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract and is due Fifteen (15) days after execution of Contract by the Board of Commissioners for the Cedar Key Water and Sewer District.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract and is due Fifteen (15) days after execution of Contract by the Board of Commissioners for the Cedar Key Water and Sewer District.

Work or Project means the scope of work and/or services.

9.2 Florida Public Records Law and Confidentiality

9.2.1. By submitting a Bid in response to this ITB, a Bidder acknowledges that the District is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the District may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

9.2.2. Should the Bidder provide the District with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law;

the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Bidder shall submit to the District both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

- 9.2.3 Should any person request to examine or copy any material so designated and provided the affected Bidder has otherwise fully complied with this provision, the District, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the District shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be received by the District no later than 4:00 p.m., EST, of the District business day following Bidder’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 9.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the District for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the District, or assessed or awarded against the District, in regard to the District’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Bid submitted by a Bidder in response to this ITB and shall constitute the District’s sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the District.

9.3 Procurement Challenges

Any Bidder who desires to formally protest may do so on the grounds of material irregularities in the bid procedure, or material irregularities in the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing and delivered to the District within 72 hours after posting of the intended recommendation of award. A formal written bid challenge shall be filed within 5 working days in the General Manager’s Office after the date on which the notice of intent of bid challenge has been submitted. Failure to file a timely notice of intent of bid challenge or failure to file a timely formal written bid challenge shall constitute a waiver of bid challenge proceedings. Bidders who do not submit a legitimate bid do not have standing to file a protest. Furthermore, bidders who would not be awarded the subject contract even if the protest were successful lack standing.

The notice of intent of bid challenge shall contain at a minimum: the name of the bidder, the bidder’s address, fax number, and phone number, the name of the bidder’s representative to whom notices may be sent, the name and bid number of the solicitation, and a brief factual summary of the basis of the intended challenge.

The formal written bid challenge shall: identify the challenger and the solicitation involved, include a clear statement of the grounds on which the challenge is based, refer to the statutes, laws, ordinances, or other legal authorities to which the challenger deems itself entitled by application of such authorities to such grounds. The challenger shall mail a copy of the notice of challenge and the formal written challenge to the apparent best bidder. The General Manager shall, within ten (10) working days of receipt of the formal written challenge, cause the challenge to be investigated. In the event the challenge is not resolved, the Board shall, within a reasonable time, be presented with the written challenge and the General Manager's decision to the challenge prior to award of the bid. The procurement, which is the subject of the protest, shall not proceed until a final decision has been made, unless the Board makes a determination that the contract must proceed without delay to protect substantial interest of the District.

Nothing herein relinquishes the District's rights to waive irregularities and formalities in accordance with its bid package and instructions. Further, nothing herein shall create any rights in the unsuccessful bidder. All decision of the Board shall be final.

9.4 Construction and Venue

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the ITB, Successful Bidder's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. ITB and all of its addendums and attachments
- c. Successful firm's Bid

Venue for all actions arising under the ITB and subsequent Contract shall lie in Jefferson County, Florida, United States.

9.5 Contract

9.5.1 The Successful Bidder will be required to enter into the Contract with the District and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix F and incorporated herein by reference.

9.5.2 Any exceptions to the proposed Contract must be noted in Form E-11, Comments on Proposed Contract. The District is under no obligation to modify the proposed Contract to conform to the Successful Bidder's Contract exceptions. Contingent Bids will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Bidder must provide this information to the District at the time of submission of bid questions, as outlined in the Schedule of Events in order to obtain a determination from the District regarding the proposed exception. If a Bidder's exception and modification are rejected by the District during the bid question portion of the Bid process and the Bidder later submits a Bid, Bidder shall be deemed to have accepted this Contract provision.

9.6 Insurance Requirements

9.6.1 Insurance Verification Requirements

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

WORKER'S COMPENSATION

State: Statutory

Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE –

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract. The recommended minimum coverage is \$1,000,000. The coverage period shall be extended beyond the date of the completed project, until the expiration date of the performance bond.

The insurance requirements described in this Section shall be underwritten by insurers having a Best's Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the District in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the District prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the District. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the District.