

**REQUEST FOR PROPOSALS  
FOR  
GRANT MANAGEMENT AND ADMINISTRATION SERVICES  
FOR  
CDBG-DR POTABLE WATER SYSTEM HARDENING PROJECT  
AND  
CDBG-DR WASTEWATER TREATMENT FACILITY HARDENING  
PROJECT**

**RFP 26-2**

**CEDAR KEY WATER AND SEWER DISTRICT**

Date of Issue: June 25, 2026

**Responses Due By: July 17, 2026 @ 3:00 PM EST**

**MAIL OR HAND DELIVER RESPONSES TO:**

Alicia M. Johns  
Cedar Key Water & Sewer District  
P.O. Box 309  
510 3<sup>rd</sup> Street  
Cedar Key, Florida 32625  
Website: [www.ckwater.org](http://www.ckwater.org)  
Phone Questions: (352)543-5285  
Email Questions: [alicia@ckwater.org](mailto:alicia@ckwater.org)

# TABLE OF CONTENTS

## INTENT AND GENERAL INFORMATION

### SECTION 1.0 SCHEDULE OF EVENTS

### SECTION 2.0 CONE OF SILENCE

### SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)

### SECTION 4.0 RESPONSE REQUIREMENTS

### SECTION 5.0 RESPONSE OPENING

### SECTION 6.0 EVALUATION OF RESPONSES AND SELECTION PROCESS

### SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

### SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

#### **APPENDICES: REQUIRED DOCUMENTS AND CERTIFICATIONS:**

Checklist of Required Forms, Documents, Certifications .....	A
Required Forms and Certifications .....	B
Draft Contract Document.....	C
State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS027 - Wastewater Treatment Facility Hardening Project .....	D
State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS029 - Potable Water System Hardening Project.....	E

## **INTENT AND GENERAL INFORMATION**

Cedar Key Water and Sewer District (“District”), through Request for Proposals No. 26-2, is soliciting responses from qualified consultant firms with the required expertise and capability to provide federal grant management, administration, and compliance for two federal CDBG-DR grant funded projects involving the hardening of the District’s water and wastewater treatment plant facilities. The specific elements are included in the Scope of Services, Section 3.0, of this RFP.

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

If this RFP is amended, the District will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/times will be determined at each phase.

It is understood and the Respondent 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 RFP. Failure by the Respondent 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. Respondents are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Respondent’s own risk.

The District reserves the right to reject any Response 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 RFP in order to protect its best interests. The District is not liable for any costs incurred by the Respondent in preparing its response, nor is a response an offer to contract with any Respondent. Pursuant to Chapter 119, Florida Statutes, 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 RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Respondent to include in its Response all pertinent information in accordance with the objectives of the RFP.

Respondents interested in the Work are instructed to submit **one (1) original hard copy and one (1) electronic copy** (USB flash drive) of its **complete** Response in accordance with this RFP, no later than **July 17, @ 3:00 P.M.**, unless otherwise changed through an addendum to this RFP, to the District at P.O. Box 309, 510 3rd St., Cedar Key, FL 32625. Responses received after this date and time will not be considered and shall be returned unopened.

- **Cedar Key Water and Sewer District is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**

- Cedar Key Water and Sewer District strictly enforces open and fair competition.

**ADA – Special Accommodations:** Any person requiring accommodations by the District due to a disability should call the District 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 the District by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

The RFP and any addenda issued are available on the Cedar Key Water and Sewer District website at <https://www.ckwater.org/> or by contacting the District at (352) 543-5285. All questions pertaining to this RFP should be submitted in writing in accordance with Section 1.1 of the RFP.

**SECTION 1.0 SCHEDULE OF EVENTS**

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

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

<i>Event</i>	<i>Date/Time</i>
Proposal Advertisement Date	June 25, 2026
Release of Request for Proposals	June 25, 2026
Questions Due from Prospective Respondents	July 10, 2026
Responses to questions due	July 14, 2026
<b>PROPOSALS DUE TO DISTRICT</b>	<b>July 17, 2026 @ 3:00pm</b>
Oral Presentations*	TBD
Board Consideration and Ranking of Responses	July 27, 2026
Commencement of Services By Successful Respondent	August 2026

\*The District reserves the right to eliminate oral presentations and award based upon the evaluations of written Proposals only.

\*\*All times listed are in eastern standard time (EST).

- 1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Alicia Johns at [alicia@ckwater.org](mailto:alicia@ckwater.org).

Questions and responses will be posted on the District’s Website according to Section 1.0 Schedule of Events, and, if necessary, an Addendum or Addenda will be issued.

- 1.2 Respondents will be notified of the District’s desire to hear oral presentations

**SECTION 2.0 CONE OF SILENCE**

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of 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 District Superintendent with approval

from the District and may subject the potential Respondent/Consultant or representative to debarment.

- 2.2 The prospective Respondent shall not have any communication with any District officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Respondent orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. 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 Respondent and shall become a part of the RFP Document(s).

### **SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)**

#### **3.1 GENERAL SCOPE**

The District has been awarded the following federally funded grants from Florida Commerce ("Commerce"):

State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS027 - Wastewater Treatment Facility Hardening Project (hereinafter the "Wastewater Grant," attached hereto as Appendix D).

State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS029 - Potable Water System Hardening Project (hereinafter the "Water Grant," attached hereto as Appendix E).

All Respondents must thoroughly review and familiarize themselves with the terms, conditions, and scope of work included in the Water Grant and the Wastewater Grant.

The District requires comprehensive grant management, administration, and compliance services associated with the Water Grant and the Wastewater Grant. Specific services to be performed by the Successful Respondent include:

- 1) Environmental review administrative activities (Environmental Exemption, Public Notice Publication(s), etc.).
- 2) Draft specific policies required pursuant to the grants.
- 3) Prepared federally compliant procurement documents in conjunction with the District's general counsel
- 4) Prepare list of minority and women business enterprise (MBE/WBE) firms.

- 5) Prepare and submitted public notices for publications.
- 6) Maintain financial records related to project activities.
- 7) Conduct a Fair Housing activity and assist the District in affirmatively furthering fair housing and meeting all other Fair Housing Act requirements in the Water Grant and the Wastewater Grant
- 8) Attend pre-bid conference, bid opening, and/or preconstruction meeting as requested by the District
- 9) Maintain project files.
- 10) Attend project meetings and provided progress reports on project activities.
- 11) Prepare documentation for and/or participate in monitoring and/or site visits conducted by Commerce.
- 12) Prepare and submitted financial activity to Commerce.
- 13) Prepared and submitted detailed monthly and quarterly reports to Commerce.
- 14) Prepared and submit Section 3 reports to Commerce (in compliance with Section 3 of the HUD Act of 1968).
- 15) Respond to citizens' comments and complaints.
- 16) Prepare and submit agreement modification document for Commerce review and approval.
- 17) Prepare and submit responses to monitoring findings and concerns to Commerce or HUD.
- 18) Prepare Project Closeout and Grant Closeout Package for submittal to Commerce.
- 19) Comprehensive grant management and administration for the life of the Project
- 20) Tasks related to ensuring compliance with applicable federal laws, rules, and regulations applicable to the Project.
- 21) Work with the District and the District's Attorney to resolve disputes with Commerce or HUD including but not limited to the preparation of appeals
- 22) Provide the District with the education and training of staff that will or may be involved with the various aspects of administration of the Water Grant or the Wastewater Grant, including the any officials or employees of the District who would derive benefit from training.
- 23) Assist the District in ensuring Davis-Bacon Act compliance for the projects to be funded under the Water Grant and the Wastewater Grant.

## **SECTION 4.0 RESPONSE REQUIREMENTS**

### **4.1 Overview**

- 4.1.1 The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP 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 Response.
- 4.1.2 Responses not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Response 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. A Respondent whose Response, 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.

- 4.1.3 The District reserves the right to determine which Responses meet the material requirements of the RFP and which Responses are responsible and/or responsive. Further, the District may reject any and all Responses and seek new Responses when it is in the best interest of the District to do so.
- 4.1.4 A Response 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 Response Transmittal Form, for a Response 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 Response Transmittal 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 Respondent's name and business address.
  - d. Response by a joint venture shall be executed by each joint venture member in the manner indicated on the Response Transmittal Form. The official address of the joint venture must be provided on the Response Transmittal Form.
- 4.1.5 All names shall be printed in ink below the signatures.
- 4.1.6 The Response shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Response Transmittal Form.
- 4.1.7 The postal and email addresses and telephone number for communication regarding the Response shall be shown.
- 4.1.8 A Respondent seeking to do business with the District shall, at the time of submitting a Response, 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 <http://www.dos.state.fl.us/doc/index.html>.

The Response shall contain evidence of Respondent's authority and qualification to do business in the state or locality where the Project is located or Respondent shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Response. Respondent's state contractor license number, if any, shall also be shown on the Response Transmittal Form.

#### **4.2 Response to the RFP shall be submitted in the format described below:**

Responses must be divided as described below and must include the information/documents specified in the applicable tab. Responses that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the District.

The District reserves the right to seek additional/supplemental representation on specific issues as needed. Responses should be typed. **No changes in or corrections to Responses will be allowed after the Responses are opened.** The signer of the Response must declare that the Response in all respects fair and in good faith without collusion or fraud and that the signer of the Response has the authority to bind the principal Respondent.

The District will not be liable for any costs incurred by Respondent prior to entering a contract. Therefore, all Respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFP requirements.

#### **RESPONSE CONSTRUCTION**

Each Respondent will construct its Response in the following format as outlined below, and a divider must separate each tab as prescribed.

#### **TAB 1 – EXECUTIVE SUMMARY**

- Provide a brief summary of the firm, with general description of the firm background, work history, awards, major accomplishments, etc.
- Statement demonstrating the firm's or individual's understanding as to the District's needs relative to this RFP, including a typical project approach and a statement as the firm's commitment to use the most current tools and technology available to provide the Professional Services.
- Include:
  - The name of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and contact numbers.
  - Provide proof that Proposer's business is licensed, permitted and/ or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
  - MBE State Certification (if applicable). Certification as a minority business enterprise for the purpose of this RFP is defined by the Florida Small and Minority Business Assistance Act. Proposers certified by the State of Florida should include a copy of the certification with their Proposal.

***This executive summary should be no more than ten (10) pages and*** should include the following information:

- The organization and size of the Respondent, whether it is local, regional, national or international in operations.
- The location of the office from which the work is to be done and the number of professional staff by staff level employed at that office.
- A description of the range of activities performed by the office.
- A statement on the Respondent's staff capability to perform the range of Services required pursuant to this RFP.

**TAB 2 – KEY STAFF**

Include a summary of leadership and key staff, their role and experience that will be assigned to work with the District. Include behind the summary a resume of each key staff listed in the summary with relevant information to the services be requested (limit one page, front and back, per person). Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in federal grant management and administration. Include relevant expertise with managing CDBG-DR grants or other HUD grants. Provide the name and location of the proposed:

- a. Closest office
- b. Principal in charge
- c. Local On-Site Project Manager

If other subcontractors are to participate in the consulting services, those subcontractors shall be required to provide similar information.

**TAB 3 – EXPERIENCE OF FIRM AND REFERENCES (ref: Appendix B Form 3)**

- Provide a detailed list and examples of relevant experience and qualifications.
- Describe Respondent’s experience in managing and administering federal grants. Include any relevant experience specific to CDBG-DR grants or other HUD grants.
- Provide three (3) projects completed within the last eight (8) years of the same or a similar nature of the Services required pursuant to this RFP. Include a project description, location name of project manager, scheduled and actual completion date, and client contact information familiar with the project. If available, include if project was federal or state funded.

**TAB 4 – APPROACH AND CAPACITY**

Provide a description of the Respondent's approach to the performance of the Services including implementation of the RFP Scope of Services.

Respondent’s capacity to perform the services in a timely manner is critical to the District. Respondent’s capacity to perform the services could be impacted by other obligations the Respondent may have. Provide a listing of all active grant management and contracts with governmental entities. Provide current obligations of Respondent, including time schedules and staff committed and discuss the Respondent’s capacity to perform the required Services in a timely manner.

**TAB 5 – COST PROPOSAL/FEE SCHEDULE**

Each Respondent must complete and submit a Cost Proposal/Fee Schedule showing hourly rates for each employee classification (i.e. Accountant, Grant Manager, Data Manager, etc.) that will provide the Services as well as an itemized list of all direct and indirect costs associated with the performance of the Services. The hourly labor rates shall include all applicable overhead and profit. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem.

**TAB 6 – REQUIRED FORMS, DOCUMENTS, AND CERTIFICATIONS (Appendix B)**

The following forms must be fully filled out and signed by a person with authority to bind the Respondent:

- Form No. 1 Response Transmittal Form
- Form No. 2 Qualifications Application and Questionnaire
- Form No. 3 References
- Form No. 4 Indemnification and Hold Harmless Statement
- Form No. 5 Public Entity Crimes Sworn Statement
- Form No. 6 Equal Employment Opportunity/Affirmative Action Statement
- Form No. 7 Drug Free Workplace Certification
- Form No. 8 Conflicts of Interest Disclosure
- Form No. 9 Non-Collusion Affidavit
- Form No. 10 Byrd Anti Lobbying Certification
- Form No. 11 List of Proposed Sub-Contractors
- Form No. 12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions
- Form No. 13 E-Verify Certification
- Form No. 14 Insurance Certification
- Form No. 15 Comments on Proposed Contract
- Form No. 16 Anti-Human Trafficking Affidavit
- Form No. 17 Contracting with Entities of Foreign Countries of Concern Affidavit

**Please note any concerns with the proposed contract on Form No. 15.** Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The District’s acceptance of comments does not guarantee any revision to the contract documents. Comments not included on this form **WILL NOT** be considered. Please indicate NONE or Not Applicable (N/A) if there are no comments on the proposed contract documents.

**SECTION 5.0 RESPONSE OPENING**

- 5.1 All Responses will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Responses are due) or as modified by Addendum.

**SECTION 6.0 EVALUATION OF RESPONSES AND SELECTION PROCESS**

- 6.1 Responses submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Respondents shall be ranked by a Selection Committee, which shall consist of the District Board of Directors.
- 6.2 The District reserves the right to reject any or all Responses, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Responses. The District further reserves the right to reject the Response of any Respondent 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 Services and to negotiate contract terms with the Successful Respondent.
- 6.3 More than one Response for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Respondent has an interest in more than one Response for the Services may be cause for disqualification of the Respondent and the rejection of all Responses in which that Respondent has an interest.
- 6.4 The District may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Respondents, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.
- 6.5 In ranking Responses the Selection Committee shall evaluate the Responses on the basis of the information provided by the Respondent, and rank each Response for compliance with the qualifications of each Respondent and compliance with the mandatory requirements of the RFP. The District reserves the right to award to more than one Respondent.
- 6.6 Evaluation of Responses and selection of a monitoring and management firm shall be at the sole discretion of District. The Selection Committee will evaluate the Responses that are responsive to the requirements of this RFP using the following weighted criteria:

CRITERIA	Score
<b>1. Organization and Ability of Consultant and Staff</b>	20
<b>2. References on Recent Projects</b>	20
<b>3. Relevant Firm Experience</b>	30
<b>4. Project Approach (Including Capacity)</b>	20
<b>5. Cost Effectiveness</b>	10
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

- 6.7 Respondents may be selected for interviews or oral presentations (shortlisted). The District makes no commitment to any Respondent to this RFP beyond consideration of the written response to this RFP. All Respondents will be notified of the shortlisted and non-shortlisted Respondents as well as the date, time, and location of interviews and/or oral presentations, if necessary. The District's request for an oral presentation shall in no way constitute acceptance of a Response or imply that an agreement is pending. The District

reserves the right to award the opportunity to provide the services specified herein based on initial Response submissions without oral presentations.

## **SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION**

- 7.1 The District reserves the right to incorporate the successful Response into the Contract. Failure of a Respondent to accept this obligation may result in the cancellation of the award.
- 7.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Levy County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the District's contract issued as a result of this RFP.
- 7.3 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 Responses or to waive any minor irregularity or technicality in the Responses received. Award will be made to the lowest responsible and responsive Respondent(s) within the category chosen for basis of award. The District reserves the right to award to one or multiple Respondents at its discretion.
- 7.4 The Successful Respondent will be required to assume responsibility for all services offered in the Response. The District will consider the Successful Respondent to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, negotiation of a final Contract, and approval of award by the District, the Successful Respondent will be required to enter into the Contract with the District.

## **SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)**

### **8.1 Definitions**

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

***Award*** means the determination of a successful Respondent(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Response.

***Contract*** means the legally enforceable document agreed to and signed by the District and successful Respondent(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

***District*** means the Cedar Key Water and Sewer District.

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

**Respondent** means any firm, individual or organization submitting a Response in response to this RFP.

**Successful Respondent** means a Respondent who is Awarded a Contract as result of its Response to this RFP.

**Work or SOW** means the scope of work and/or services.

## **8.2 Florida Public Records Law and Confidentiality**

- 8.2.1. By submitting a Response in response to this RFP, a Respondent acknowledges that the District is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Respondent 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.
- 8.2.2 Should the Respondent 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 Respondent 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 Respondent 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 Respondent 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.
- 8.2.3 Should any person request to examine or copy any material so designated, and provided the affected Respondent has otherwise fully complied with this provision, the District, in reliance on the representations of the Respondent, 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 Respondent of that request, and the Respondent 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 Respondent’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Respondent refuses to permit disclosure or copying, the Respondent 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 Respondent is not initially named as a party, the Respondent 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 Response submitted by a Respondent in response to this RFP and shall

constitute the District's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the District.

### **8.3 Construction and Venue**

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Respondent's Response 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. RFP and all of its addendums and attachments
- c. Successful firm's Response

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

### **8.4 Contract**

8.4.1 The Successful Respondent 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 C and incorporated herein by reference.

8.4.2 Any exceptions to the proposed Contract must be noted in Form No. 15 – Comments on Proposed Contract. The District is under no obligation to modify the proposed Contract to conform to the Successful Respondent's Contract exceptions.

### **8.5 Term of the Contract and Termination**

8.5.1 The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for an initial term of three (3) years, with two (2) optional renewal terms of one (1) year each.

8.5.2 The District may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the District may determine, or to terminate all or a portion of the Contract for the District's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the District orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

### **8.6 Insurance Requirements**

8.6.1 Prior to commencing Services, the Successful Respondent shall procure and maintain at its own cost and expense for the duration of the Contract insurance against claims for injuries to

person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Successful Respondent, his agents, representatives, employees or subcontractors. Specific insurance requirements are set forth in the Contract terms and conditions which are hereby incorporated into this RFP.

#### 8.6.2 Verification of Insurance Coverage (ref: Appendix B – Form 14)

The Successful Respondent shall furnish certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before the Services commence.

#### 8.6.3 Subcontractors

The Successful Respondent shall include each of its subcontractors as insured under the policies of insurance required herein.

### **8.7 Non-Appropriation of Funds**

In the event no funds or insufficient funds are appropriated and budgeted by the District or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the District shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the District of any kind whatsoever. District will immediately notify the Consultant or its assignee of such occurrence. In the event of such termination, the District agrees to peaceably surrender possession of the equipment to the Consultant or its assignee on the date of such termination to the extent that such equipment has not been paid for by the District. The Consultant will be responsible for packing all equipment and any freight charges.

The District will not cancel if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the equipment or other equipment performing similar functions for the current fiscal period in which the termination occurs or the next succeeding fiscal period thereafter and that it will not, during the funding period, give priority to other functionally similar equipment or services.

The Consultant shall covenant and agree to indemnify and hold District harmless against any loss, damage liability, cost, penalty or expense, including attorney's fees, which it is not otherwise agreed to by the District in the equipment Contract and which is incurred and arises upon a failure of the District to appropriate funds in the manner described herein for a continuation of the Contract or exercise of the option to purchase the equipment.

### **8.8 Prohibition Against Considering Social, Political, or Ideological Interests**

Pursuant to Section 287.05701, Florida Statutes, in conducting this procurement, the District shall not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor shall the District give preference to a Respondent based on the Respondent's social, political, or ideological interests.

### **8.9 Federal Requirements**

This RFP and the work to be performed by Successful Respondent hereunder is fully or partially federally grant funded. In accordance with Federal law, Respondents shall comply with the terms, conditions, and clauses as set forth in Attachment C - Contract for Grant Management and Administration Services – Exhibit E - Federal Provisions Applicable to Consultant.

The Successful Respondent shall adhere to all grant conditions as set forth in the following grant agreements which are attached hereto and incorporated by reference:

State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS027 (Wastewater Treatment Facility Hardening Project)

State of Florida Department of Commerce Federally Funded Community Development Block Grant Disaster Recovery (CDBG-DR) Rebuild Florida Infrastructure Repair Program Subrecipient Agreement, Commerce Agreement No. MS029 (Potable Water System Hardening Project)

The Successful Respondent shall adhere to all applicable Federal laws, rules, and regulations, including but not limited to, those set forth below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

As stated above, the above list is not all inclusive, and any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this solicitation. If Respondent cannot adhere to or objects to any of the applicable federal requirements, Respondents proposal may be deemed by the District as unresponsive.