

**REQUEST FOR QUALIFICATIONS  
FOR  
ENGINEERING CONSULTANT, DESIGN, INSPECTION, SURVEYING  
AND MAPPING, PERMITTING & RELATED SERVICES  
FOR  
CDBG-DR POTABLE WATER SYSTEM HARDENING PROJECT  
AND  
CDBG-DR WASTEWATER TREATMENT FACILITY HARDENING  
PROJECT**

**RFQ 26-1**

**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)

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## INTENT, DESCRIPTION OF WORK, AND BACKGROUND

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### SECTION 1.0. STANDARD TERMS AND CONDITIONS (STAC)

Conformity and adherence to the terms and conditions of this RFQ shall be a consideration by the District as part of its process.

#### **1.1. Definitions**

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

*Award* means the determination of a successful Proposer(s) in response to this RFQ, resulting in an offer of a Contract to perform the services pursuant to the RFQ and the proposal.

*Contract* means the legally enforceable document agreed to and signed by the District and successful Proposer(s) (collectively referred to as the “Parties”), which is attached hereto as Appendix D and incorporated herein by reference.

*District* means the Cedar Key Water and Sewer District, a legal entity and public body.

*Proposal* means a Proposal submitted by a Professional Firm in response to this RFQ.

*Proposer* means any firm, individual or organization submitting a proposal in response to this RFQ.

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

*Services or Professional Services* means the scope of services to be performed by the Successful Proposer, as described in Section 4.0 hereof and the Contract.

*Successful Proposer or Engineering Consultant* means a Proposer who is awarded a Contract as a result of its proposal submitted in response to this RFQ.

#### **1.2. Issuance of Addenda**

If this RFQ is amended, the District will issue an appropriate addendum to the RFQ. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

#### **1.3. Florida Public Records Law and Confidentiality**

1.3.1. By submitting a Proposal in response to this RFQ, a Proposer acknowledges that the District is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided may be

“public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

1.3.2. Should the Proposer 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 Proposer 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 Proposer 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 Proposer 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.

1.3.3. Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the District, in reliance on the representations of the Proposer, 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 Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the District no later than 4:00 p.m., CST, of the second business day following Proposer’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.

1.3.4. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer 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 Proposer is not initially named as a party, the Proposer 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 proposal submitted by a Proposer in response to this RFQ and shall constitute the District’s sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the District.

#### **1.4. Requests for Clarification and Assistance**

All inquiries and questions concerning this RFQ must be in writing (e-mail is acceptable) and received in accordance with Section 3.0, Schedule of Events and must be directed to:

Questions: Alicia M. Johns

Mailing Address: Cedar Key Water & Sewer District  
P.O. Box 309  
510 3<sup>rd</sup> Street  
Cedar Key, Florida 32625

E-mail Address: alicia@ckwater.org

Questions and responses will be posted on the District's Website and, if necessary, an Addendum(s) issued. Any questions relative to interpretation of the solicitation or the Proposal process shall be addressed in writing as indicated in the Schedule of Events below. Questions received after the cut-off date as specified in the Schedule will not be considered.

### **1.5. ADA - Special Accommodations**

Any person requiring special accommodations due to a disability should call the District at least five (5) working days prior to any pre-response conference, response opening, or meeting.

### **1.6. Proposer's Responsibility**

1.6.1. It is understood and the Proposer 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 RFQ.

1.6.2. Failure by the Proposer 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.

1.6.3. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's risk.

### **1.7 Indemnification and Hold Harmless (ref: Appendix C-1)**

1.7.1. The Proposer shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Proposer and other persons employed or utilized by the Proposer in the performance of the Contract.

1.7.2. The first ten dollars (\$10.00) of remuneration paid to the Proposer is for the indemnification provided above.

### **1.8. District Rights**

1.8.1. The District reserves the right to reject any Proposal as Nonresponsive or to reject all Proposals and cancel or reissue this solicitation.

1.8.2. The District may waive informalities and negotiate with the apparent most qualified Proposer.

1.8.3. The District reserves the right to withdraw this RFQ at any time prior to final award and execution of a Contract.

1.8.4. No Proposer is guaranteed any amount of work even if the District enters into a Contract with the Proposer.

1.8.5. The District has the right to request any necessary clarifications or Proposal data without changing the terms of the RFQ.

1.8.6. All expenses involved in the preparation, submission, and participation in the selection and contracting process pursuant to this RFQ shall be borne solely by the Proposers. No payment will be made for any Proposals received or for any other effort required of, or made by, the Proposers prior to Contract commencement and approval of a work authorization.

**1.9. Public Entity Crimes (ref: Appendix C-2)**

As required by section 287.133 (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or contract to provide any goods or services to a public entity, may not submit a proposal or contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in section 287.017, Florida Statutes for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the District within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

**1.10. Small, Minority and Woman-Owned Business Enterprise**

Certification as a minority business enterprise for the purpose of this RFQ 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.

**1.11. Equal Employment Opportunity (ref: Appendix C-3)**

1.11.1. The District certifies that it is an Equal Employment Opportunity employer and that it will not discriminate during the selection process on the basis of age, sex, familial status, race, national origin, or handicap status.

1.11.2. Any business submitting a Proposal in response is required to be an Equal Employment employer and must require the same of any subcontractors hired under pursuant to the RFQ. Each Proposer will sign and submit with its Proposal an Equal Employment Opportunity Statement.

**1.12. Drug Free Workplace (ref: Appendix C-4)**

1.12.1. The District certifies that it is a Drug Free Workplace.

1.12.2. Each Proposer shall be required to sign and submit with its Proposal an Affidavit certifying that the Proposer complies with regulations related to a drug-free workplace as defined in section 287.087, Florida Statutes.

1.12.3. Preference shall be given to Proposers with drug-free workplace programs. In order to have a drug-free workplace program, a Proposer shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the dangers of drug abuse in the workplace, the businesses' policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under this RFQ a copy of the statement specified in subsection (a) above.

d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFQ, the employee will abide by the terms of the statement and will notify the employee of any conviction of, a plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance of the United States or any state, for violation occurring in the work place no later than five (5) days after such conviction.

e. Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### **1.13. Conflicts of Interest (ref: Appendix C-5)**

The District may disqualify any Proposer determined to have a conflict of interest prohibited under Part III, Chapter 112, Florida Statutes. All awards hereunder are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with its proposal whether any officer, director, employee or agent is also an officer or an employee of the District.

### **1.14. Non-Collusion (ref: Appendix C-6)**

Each Proposer is required to sign and have notarized by a Florida Notary a "Non-Collusion Affidavit."

### **1.15. Ethical Business Practices (ref: Appendix C-7)**

1.15.1. The District reserves the right to deny award or immediately suspend any contract resulting from this RFQ or proposal, pending final determination of charges of unethical business practices. At its sole discretion, the District may deny award or cancel the Contract if it determines that unethical business practices were involved.

1.15.2. Gratuities. It shall be unethical for any person to offer, give or agree to give any District employee, or for any District employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval,

disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any RFQ or proposal thereof.

1.15.3. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

1.15.4. A Proposer is required to certify an Ethics Clause and submit with its Proposal (Appendix C-7).

### **1.16. Subcontracting (ref: Appendix C-8)**

1.16.1. Firms submitting a Proposal may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Proposal and the Contract.

1.16.2. Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the District.

1.16.3. All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

1.16.4. A Proposer must list any proposed subcontractors with addresses, contact information and services to be provided and submit with its Proposal.

### **1.17. Withdrawal or Modification of Proposals**

A Proposal may be withdrawn or modified only by written notification from the Proposer prior to the time fixed for the opening of proposals. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened.

### **1.18. Status Of Contractor**

The Proposer shall, at all times relevant to a contract as a result of this RFQ, be an independent contractor and in no event shall the Proposer, nor any employees or sub-contractors under it, be considered to be employees of the District.

### **1.19. Registered to Do Business in the State of Florida**

A Proposer seeking to do business with the District shall, at the time of submitting a proposal, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the District shall, at the time of submitting a proposal, have complied with the applicable provision of

Chapter 620, Florida Statutes. 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 Proposer shall be licensed to do business in the State of Florida and the Proposer and employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

**1.20. Certification Regarding Debarment and Suspension (ref: Appendix C-9)**

Proposers are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental agency.

**1.21. Employment Eligibility Verification – E-Verify (ref: Appendix C-10)**

1.21.1. The successful Proposer shall use the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of all new employees hired by the Proposer during the Contract term, and shall expressly require same of subcontractors.

1.21.2. The successful Proposer agrees to maintain records of its participation, proof of verification of employees hired to provide services pursuant to this RFQ and Contract, and compliance with the provisions of the E-verify program, including participation by its subcontractors as provided above, and to make sure that such records are available to the District, or other authorized federal or state entity consistent with the terms of this RFQ and Contract.

**1.22. Venue**

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

**1.23. Construction**

The validity, construction, and effect of this RFQ and subsequent Contract shall be governed by the Laws of the State of Florida.

**1.24. Order of Precedence**

The provisions of the RFQ, successful firm’s proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provision of the RFQ and Contract. In the event of an inconsistency between the provisions of the RFQ or Contract hereto, the Order of Precedence shall be followed:

- a. Laws of Florida.
- b. Contract.
- c. RFQ and all of its addendums and attachments.
- d. Successful Firm’s Proposal.

### **1.25. Term of the Contract and Termination**

1.25.1. The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for a period of three (3) years from the effective date. The Contract may, by mutual assent of the parties, be extended TWO (2) additional TWELVE (12) month periods or portions thereof, up to a cumulative total of FIVE (5) years. The District reserves the right to re-negotiate rates based on current market conditions.

1.25.2. The District may terminate the Contract without cause immediately upon certified presentation of written notice. Presentation can be by certified mail (return receipt requested) or signed, hand delivered receipt from a process server (private or Sheriff's Deputy).

### **1.26. Insurance Requirements (ref: Appendix C-11 and D, Contract)**

1.26.1. Prior to commencing Services, the Proposer(s) 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 Proposer, his agents, representatives, employees or subcontractors. Specific insurance requirements are set forth in the Contract terms and conditions which are hereby incorporated into this RFQ.

#### 1.26.2. Verification of Insurance Coverage (ref: Appendix C-11)

Proposer 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.

#### 1.26.3. Subcontractors

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

### **1.27 Federal Requirements**

This RFQ and the work to be performed by Successful Proposer(s) hereunder is fully or partially federally grant funded. In accordance with Federal law, Proposers shall comply with the terms, conditions, and clauses as set forth in Attachment D - Contract for Professional Consulting Services at Exhibit C – Federal Provisions Applicable to Consultant.

The Successful Proposer 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 Proposer 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 Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the District as unresponsive.

**1.28 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 Proposer's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor shall the District give preference to a Proposer based on the Proposer's social, political, or ideological interests.

**SECTION 2.0. CONE OF SILENCE**

**2.1.** A Cone of Silence will be in effect for this RFQ beginning with the date this RFQ is released listed in Section 3.0 hereof and through issuance of a Notice of Award. In accordance with same, 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 RFQ through notice of award, except as provided below.

**2.2.** All requests for interpretations or clarifications shall be in writing, addressed to the District as provided in section 1.4 hereof, to be given consideration. All such requests for interpretations or clarifications must be received in writing in accordance with Section 3.0, Schedule of Events. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Such written addenda shall be binding on the Proposers and shall become a part of the RFQ Document(s). No oral interpretations of this RFQ, the scope of services, or the Contract will be provided.

**SECTION 3.0. SCHEDULE OF EVENTS**

The following is the scheduled sequence of events with important dates and times where known. Dates are subject to change by the District at its sole discretion. If the District determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

<b>ACTION</b>	<b>DATE</b>
RFQ Released	June 25, 2026
Cut-Off date for Questions	July 10, 2026
Responses to Questions Provided	July 14, 2026
RFQ Proposals Due and Opened	<b>July 17, 2026 @ 3:00pm</b>
Oral Presentations	TBD
Final Scoring/Ranking/Selection by the Board	July 27, 2026
Posting of Intent to Award	TBD
Contract Negotiations Begin	August 2026
District Approval of Award and Contract	August 2026
Anticipated Beginning of Work	September

\*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).

#### **SECTION 4.0. SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

**4.1.** The District has been awarded the following federally funded grants:

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 E).

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 F).

The District requires comprehensive engineering, construction engineering inspection, and surveying/mapping services, permitting, environmental review, and federal compliance Services to complete the scope of work contained in the Water Grant and the Wastewater Grant, and perform such other additional engineering, construction engineering inspection, and surveying/mapping services, permitting, environmental review, and federal compliance services as may be required by the District from time to time, as described in a Work Authorization issued by the District. All Proposers must thoroughly review and familiarize themselves with the terms, conditions, and scope of work included in the Water Grant and the Wastewater Grant.

The engineering services scope of work contained in the Water Grant and the Wastewater Grant includes, but is not limited to performance of the following:

- 1) Create a full design package(s), signed and sealed by a Professional Engineer (PE) licensed in the State of Florida including engineering drawings, specifications, construction cost estimate, surveys, and any other reports, documents, or information relevant to this project that meet all local current hurricane code ratings, local codes and building codes.
- 2) Obtain copies of all permit applications, correspondence with permitting agencies, final permits, and any other permit-related documentation for the project.
- 3) Conduct an Environmental Review/Assessment in accordance with HUD and Commerce Policies and the National Environmental Policy Act referenced in Attachment D.4.b of the Water and Wastewater Grant and assist the District with implementation of any mitigation measures required as a result of the Environmental Review findings.
- 4) Review contractor payrolls and interview employees to determine compliance with Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland “Anti-Kickback” Act.

The Engineering Consultant shall perform these services, and such other services in furtherance of the completion of the scope of work for the projects contained in the Water Grant and the Wastewater Grant, as are described in, and pursuant to, a Work Authorization issued by the District.

**4.2.** The Engineering Consultant shall be a Registered Professional Engineer in Florida and have a minimum of five (5) years licensed experience in Florida, or another State acceptable to the District if registered to conduct business in Florida. Preference shall be given to an Engineering Consultant who possesses experience and a working knowledge of the design and construction of municipal sewer and potable water systems, permitting new construction, environmental considerations related to new construction, and appropriate building codes in the State of Florida and the local project area.

The Engineering Consultant shall report to the District General Manager. The Engineering Consultant shall also be required to coordinate as necessary with other consultants hired by the District.

**4.3.** The Engineering Consultant shall advise the District and prepare necessary documentation, cost estimates, and construction plans while working in conjunction with other professionals engaged by the District. The Engineering Consultant shall also provide the District with an analysis of bids received and make recommendations as to the best bids to achieve District objectives.

**4.4.** The Engineering Consultant shall perform those services outlined in Section 2.1 through 2.8 of the Contract, as described in, and pursuant to, a Work Authorization issued by the District.

**4.5.** The anticipated hours will be variable although the District generally meets monthly on the second Monday. Coordination with the General Manager/District will be by mutual agreement.

## **SECTION 5.0. PROPOSAL RESPONSE REQUIREMENTS**

5.1. Proposers shall construct their Proposals in the following format as outlined below. A tab must separate each section as prescribed.

5.2. The Proposal and all attachments shall be bound and submitted in a sealed envelope (or other packaging), provide one (1) original, so identified, three (3) complete paper copies, and one electronic flash drive copy of the Proposal for services defined herein for the term of the contract.

5.3. Failure to provide the required copies, adhere to the required format, or to provide any information required in this RFQ may result in a Proposal being deemed Nonresponsive and rejected from consideration.

5.4. In addition to the required elements of the Proposal described below, all Proposers shall include the completed Proposal Transmittal Form and Required Forms and Certifications (see Appendices) in their Proposals.

**5.5 Proposals shall not include any information regarding fees or compensation for the Professional Services.**

**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 the this RFQ, 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:
  - Address of the office from which work is to be performed.
  - 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)

*This executive summary should be no more than ten (10) pages.*

**TAB 2 – ABILITY OF PERSONNEL**

Provide an organizational profile of the firm and a listing of key personnel who will be assigned to provide the Professional Services. Include each individuals name, function with the firm, years of experience with the firm, education, and years of experience specific to the Professional

Services being offered. Professional resume and any professional certificates or licenses held should be included for each individual listed.

**TAB 3 – EXPERIENCE OF FIRM AND REFERENCES (ref: Appendix C-12)**

- Provide a detailed list and examples of relevant experience and qualifications for the Professional Services being offered.
- Permitting: provide a description of the firms experience in dealing with federal, state and local permitting and regulatory agencies.
- Provide four (4) projects completed within the last five (5) years of the same or a similar nature of the Professional Services required under this RFQ. Include a project description, location name of project manager, scheduled and actual completion date, anticipated and actual cost of the project and client contact information familiar with the project. If available, include if project was federal or state funded.

**TAB 4 – CURRENT AND PROJECTED WORKLOAD**

Provide a current and projected description of current workload. Describe whether the Proposer has the capacity to take on task and work orders on an as-needed basis for the District as such may arise during the life of the Contract.

**TAB 5 – SUBCONTRACTORS (ref: Appendix C-8)**

Name ALL subcontractors (to include prime and sub-contractors) that will potentially be used to provide services and list the specific services to be provided by each sub-contractor.

**TAB 6 - REQUIRED DOCUMENTS AND CERTIFICATIONS**

- a. MBE State Certification Documentation, if applicable.
- b. All other required documents and certifications included in the Appendices to this RFQ.

**TAB 7 – CONTRACT OBJECTIONS/EXCEPTIONS**

Provide a list and explanation as to exceptions or objections to any of the terms and conditions contained in the Contract for Professional Consulting Services included in this RFQ as Appendix D. Also provide any proposed edits or revisions to address any of the noted objections. The District offers no assurance as to whether any proposed edits or revisions will be accepted. Failure to note an objection to a particular Contract term shall make such term(s) non-negotiable during competitive negotiation.

Contract Objections shall be stated in the following format:

Contract Section:

Contract Language:

Explanation of Objection:

Proposed Resolution:

## **5.5. Instructions to Proposers.**

5.5.1. The Proposal should address the requirements in a clear and concise manner in the order stated herein.

5.5.2. Proposals must be tabbed and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the format described herein or include the requested information/documents may be considered incomplete and therefore unresponsive by the District.

5.5.3. The District reserves the right to seek additional/supplemental representation on specific issues as needed.

5.5.4. Proposals must be typed. No changes in or corrections to proposals will be allowed after the proposals are opened.

5.5.5. The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the District to bind the principal Proposer.

5.5.6. The District shall not be liable for any costs incurred by Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFQ requirements.

5.5.7. The Proposal submittal shall be enclosed in a sealed envelope addressed to the District, at the address listed below. Proposals must be received by the District by the time specified in Section 6.1 hereof. Proposals by email or fax will not be accepted.

5.5.8. Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the District once daily. Accordingly, in order for a submission to be received by the office of the District when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the District the submittal due date and time.

5.5.9. When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received by the District by the due date and time. The District shall not be responsible for delays caused by any occurrence. All Proposals shall be mailed or delivered to the office of the District at the address listed below. Sealed Proposals are to be addressed as follows:

Cedar Key Water and Sewer District  
P.O. Box 309  
510 3<sup>rd</sup> Street  
Cedar Key, Florida 32625

**SECTION 6.0. PROPOSAL DUE DATE AND TIME, OPENING**

**6.1. Proposal Due Date:** Sealed proposals must be received by Alicia M. Johns, or her designee, not later than 3:00 pm, eastern standard time, at P.O. Box 309, 510 3<sup>rd</sup> Street, Cedar Key, Florida 32625 on July 17, 2026. Proposals received after this date and time will not be considered.

**6.2. Public Opening:** Proposals will be opened and announced publicly at the District’s Office located at 510 3<sup>rd</sup> Street, Cedar Key, Florida, on the due date and time as specified in Section 3.0 hereof. The public may attend the public opening, but may not immediately review any Proposals submitted. The names of Proposers only will be read aloud at the time of opening. Pursuant to Section 119.071(1)(b), Florida Statutes, all Proposals submitted shall be subject to review as public records upon notice of an intended award pursuant to this RFQ (or a reissued RFQ covering the same services) or thirty (30) days from opening, whichever is earlier. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request.

**6.3. Validity:** All Proposals shall remain valid for a period of ninety (90) days from the date of the public opening and may be extended beyond that time by mutual agreement.

**SECTION 7.0. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

**7.1.** Proposals in response to this RFQ that satisfy the required qualifications and are deemed to be responsive and responsible shall be ranked by the Board. The Board may utilize other District staff and/or consultants who are not members to advise and assist the Board in its review of the Proposals.

**7.2.** In ranking proposals the Board shall evaluate the proposals on the basis of the information provided by the Proposer, and rank each proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFQ.

**7.3.** Responses to this RFQ not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. The District reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Proposers are cautioned to make no assumptions unless their response has been deemed responsive.

**7.4.** The Board will evaluate the Proposals that are responsive to the requirements of this RFQ using the following weighted criteria listed in order of importance:

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
a. Ability of Personnel (Tab 2)	35
b. Experience of Firm and References (Tab 3)	35
c. Availability of Workload (Tab 4)	20
d. Oral Presentations (if required)	10
<b>Total</b>	<b>100 (90 if no Oral Presentations Required)</b>

7.5. At its discretion, the Board may invite Proposers to provide oral presentations to the Board. At the conclusion of oral presentations, the Board will add in points for criteria d. (oral presentations) and may also adjust points previously awarded for criteria a.- c. based upon information and clarifications received during the oral presentations. The District makes no commitment to any Proposer to this RFQ beyond consideration of the written response to this RFQ. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of oral presentations. The District will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations or negotiations.

7.6 In the event of a tie between two or more Proposals, if one Proposer is a State Certified MBE, they will receive the higher ranking.

7.7. It is anticipated that the District will approve entering into competitive negotiations with the top ranked firms in order of precedence in accordance with Section 287.055, Florida Statutes. The award and competitive negotiation of the Contract will be in accordance with and Section 287.055, Florida Statutes. It's anticipated that the District may enter into the Contract with one or more Proposers.

7.8. Individual Board members will be removed from the Board if unable to participate in all reviews, and scoring will be based on scores of the remaining Board members.

7.9. The District and the Board reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the District, Moreover, the District reserves the right to make investigations of the qualifications of the Proposer as it deems necessary, including, but not limited to, a criminal background investigation.

7.10 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 RFQ or in the proposal received as a result of this RFQ. The District does not guarantee the award of any contract as a result of this solicitation process.

## **SECTION 8.0. INTENT TO AWARD AND CONTRACT EXECUTION**

8.1. The District reserves the right to incorporate the successful proposal into the Contract. Failure of a firm to accept this obligation may result in the cancellation of the award.

8.2 The construction, interpretation, and performance of this RFQ, and all transactions under it shall be governed by the laws of the State of Florida. The Contract shall include all terms and conditions of this RFQ, any addenda, response, and the contract issued as a result of this RFQ.

8.3. The selected Proposer will be required to assume responsibility for all services offered in the Proposal. The District will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

**8.4.** The Notice of Intent to Award and contracting will proceed pursuant to Section 287.055, Florida Statutes. The District does not guarantee that it will be able to come to terms on a contract with Proposer(s) and all such negotiations shall be at the Proposer's risk and expense.

**8.5.** Unless such time is extended by the District, the successful Proposer shall, within thirty (30) calendar days after Notice of Award is issued, sign and enter into a contract with the District, and shall simultaneously provide any required bonds, indemnities, and insurance certificates.