

# **CEDAR KEY WATER AND SEWER DISTRICT**

**INVITATION TO BID NO: 2022-1  
Sludge/Biosolid Hauling  
Lift Station Cleaning  
Emergency Sewage Transportation**

**BID RELEASE DATE: August 15, 2022  
MANDATORY PRE-BID CONFERENCE: August 31, 2022 @ 10:00 AM EST  
RESPONSE DUE DATE AND TIME: September 15, 2022 @ 3:00 PM EST**

**MAIL OR HAND DELIVER RESPONSE TO:**  
Alicia M. Johns  
Cedar Key Water & Sewer District  
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 AND GENERAL INFORMATION**

The Cedar Key Water and Sewer District ("District") is seeking qualified Contractor(s) to remove, transport, dewater, treat, stabilize and/or dispose of pretreatment unstabilized sludge/biosolids from the Cedar Key Water and Sewer District Wastewater Treatment Facility to an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and State of Florida Department of Environmental Protection (FDEP) regulations. The District is also seeking qualified Contractor(s) to provide lift station cleaning and emergency sewage transportation, as further described herein.

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 Proposer 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 Cedar Key Water and Sewer District website at <http://www.ckwater.org> or by contacting the District at 352-543-5285. All questions pertaining to this ITB should be submitted in writing in accordance with the ITB instructions set forth in Section 1.0 of the ITB.

**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 Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY).

**SECTION 1.0 SCHEDULE OF EVENTS**

1.1 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).*

<b><i>Event</i></b>	<b><i>Date/Time</i></b>
Release of Invitation to Bid	August 15, 2022
<b>MANDATORY Pre-Bid Conference/On Site Meeting</b>	<b>August 31, 2022 @ 10:00 AM EST</b>
Bid Questions Due from Prospective Bidder	September 2, 2022
Responses to bid questions due	September 8, 2022
<b>BIDS DUE</b>	<b>September 15, 2022 @ 3:00 PM EST</b>
Board Consideration of Bids	September-October 2022
Posting of Notice of Award	September-October 2022

1.2 **A mandatory pre-bid conference will be held on August 31, 2022 at 10:00 AM EST at the District’s Office, located at 510 3<sup>rd</sup> Street, Cedar Key, Florida.** The purpose of this pre-bid conference shall be for prospective bidders to view the District’s plant and the location where biosolid hauling pickups will be conducted. All prospective bidders shall be required to attend this conference. Failure to attend the pre-bid conference may result in the Bidder being disqualified from consideration, at the District’s discretion.

**SECTION 2.0 BID QUESTIONS**

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](mailto:alicia@ckwater.org) or mailed to 510 3<sup>rd</sup> 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.

**SECTION 3.0 SCOPE OF WORK**

The District is seeking qualified Contractor(s) to remove, transport, treat, dewater, stabilize and dispose of pretreatment unstabilized sludge/biosolids (hereinafter “biosolids”) from the Cedar Key Water and Sewer District Wastewater Treatment Facility (“Facility”) to an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and State of Florida Department of Environmental Protection (FDEP) regulations. The District is also seeking qualified Contractor(s) to provide lift station cleaning and emergency sewage transportation, as further described herein.

#### 1. Sludge/Biosolid Hauling and Disposal

The Successful Bidder shall remove, transport, dewater, treat, stabilize and properly dispose of pretreatment unstabilized sludge/biosolids generated by the Cedar Key Water and Sewer District Wastewater Treatment Facility. All biosolids will be delivered and disposed at an approved disposal site as defined by the appropriate United States Environmental Protection Agency (USEPA) and State of Florida Department of Environmental Protection (FDEP) regulations.

The District historically has generated approximately 30,000 gallons of biosolids per month. However, this is an approximation and the actual amount may vary and is dependent on actual flows. The successful bidder will need to be available to provide hauling services on an as-needed basis and will be required to coordinate with the District as to the timing and frequency of hauls. Historically, hauls have been required every other week.

The operating permit for the Facility allows for biosolids to be disposed of in a Class I solid waste landfill or FDEP permitted and approved Biosolids Management Facility (BMF). The District prefers disposal to an FDEP permitted Biosolids Management Facility (BMF) which generates a Class A or Class AA material for use in land application, biofuel production or other approved beneficial reuse of the product. All material shall be disposed of in a manner that complies with all federal, state and local regulations. The selected Contractor will be fully responsible for the transportation, treatment and final disposal of all materials in compliance with all applicable laws and regulations.

Bidder will transport to any FDEP permitted and approved Biosolids Management Facility (BMF) or other disposal location as determined by the Contractor, and approved by the District. The Disposal site must meet requirements as defined by the United States Environmental Protection Agency (USEPA) and Florida Department of Environmental Protection (FDEP).

The District reserves the right to request copies of all current FDEP permits for the BMF or disposal facility to be utilized by the Contractor for disposing of or receiving of biosolids generated by the District. Contractor shall require any BMF receiving biosolids produced by the District to enter into an agreement with the District as provided for in Section 62-640.880 F.A.C., to provide the District with an acknowledgement that the facility has sufficient permitted capacity to receive the biosolids and agrees to operate in accordance with its permits and

applicable law. Contractor shall further assist the District with notifying FDEP of the selected BMF at least 30 days prior to transport of any biosolids.

Contractor will be responsible for all operations and maintenance requirements to transport, treat and dispose of biosolids in accordance with Chapter 62-640 F.A.C., Title 40 CFR Part 503, and all other applicable local, state, and federal laws, rules, and regulations.

Per Rule 62-640.880 F.A.C., the District shall not be held responsible for treatment, management, use or disposal violations that occur after its biosolids have been accepted by a permitted BMF or disposal facility with which the District has an agreement to accept biosolids.

The Contractor's area of responsibility will include, but not be limited to, vehicle traffic in accordance with all regulatory requirements including the Florida Department of Transportation and OSHA, as required.

Clean up of any material spilled or discarded shall be the sole responsibility of the Contractor and shall be conducted at the Contractor's expense, in accordance with all applicable laws and regulations. Should the Contractor fail to clean any spill in a satisfactory or timely fashion, District reserves the right to arrange for proper clean up and shall charge all costs back to the Contractor. Any penalties associated with such a spill shall also be charged to the Contractor.

Should a mechanical breakdown occur in route to the disposal site, Contractor shall immediately dispatch a tow truck or repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of biosolids. This shall be the sole responsibility of the Contractor and carried out at their expense.

The District assumes no liability for any Contractor equipment and all Contractor equipment remains under the responsibility and ownership of the Contractor. The Contractor shall not use District property as a work area to repair or service vehicles or equipment, except as mutually agreed upon by the Contractor and the District.

All vehicles and trailers used during the term of this agreement shall be clean and in good condition. The District reserves the right to request a replacement vehicle or trailer for equipment not meeting the District's standards. Such replacement shall be delivered and the defective vehicle/trailer removed within 24 hours of the District's request.

Contractor shall be responsible for the provision and replacement of all equipment necessary to completely, efficiently and expeditiously perform the work described herein, and shall also be fully responsible for the provision of adequate personnel for the performance of the work. Sufficient equipment and personnel shall also be available to meet peak periods of dewatered raw waste-activated biosolids production.

Land Application/Beneficial Re-use: In the event Contractor intends for biosolids to be disposed of at a BMF that generates a product for land application or other beneficial reuse, Contractor

shall demonstrate compliance with all applicable rules and regulations and the requirements of the District's operating permit. Contractor shall:

- A. Provide a copy of the agricultural use plan for each site to the District for inclusion in the District's operating permit.
- B. Obtain and maintain in good standing all necessary local, regional, state and federal permits and licenses to transport, store and land apply biosolids from the District to the Contractor's site.
- C. Provide the District with detailed land application records at the site in accordance with Chapter 62-640 F.A.C. and Title 40 CFR Part 503. These records will include local ticket manifests and database management of application rates for six (6) months' summary updates. A monthly summary of all records will be sent to the District.
- D. Assume all biosolids life cycle responsibility as defined by FDEP and USEPA in Chapter 62-640 F.A.C. and Title 40 CFR Part 503.
- E. Assist the District with compliance with all requirements under the District's operating permit related to land application/beneficial re-use of biosolids.

## 2. Lift Station Cleaning

The District is seeking qualified Contractor(s) to perform comprehensive lift station cleaning services, including, pressure washing, degreasing, and sand removal. The services will be performed on an as-needed basis, upon request of the District.

## 3. Emergency Sewage Transportation

The District requires qualified Contractor(s) to transport sewage from one lift station to another in the event of a lift station is temporarily out of service due to an emergency event or other reason. The services will be performed on an as-needed basis, upon request of the District.

## **SECTION 4.0 RECEIPT AND OPENING OF THE BID**

- 4.1 All Bids shall be submitted using the Bid Forms 1-5 attached hereto. All prospective Bidders MUST submit all Bid Forms. Further instructions regarding submission of Bids are contained in the "Instructions to Bidders," attached hereto. All Bids received will be recorded and date stamped at the District's office located at 510 3<sup>rd</sup> Street, Cedar Key, Florida. 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.
- 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 **3:00 P.M. on September 15, 2022**, 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 its release 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 and may subject the potential Respondent/Consultant or representative to debarment.
- 5.2 A prospective Respondent shall not have any communication with any of the District Board, nor any employees of the District, either individually or collectively, concerning this project. Contractor/Respondent 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 request 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 District and the District's Attorney's Office concerning the challenge.

## **SECTION 6.0 BID RESPONSE REQUIREMENTS**

- 6.1 The District has established certain mandatory requirements that must be included as part of any Bid. 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 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 District 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 Proposal 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 SELECTION 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. Bids received from prospective Bidders who have been suspended or debarred by the state or any federal

agency will not be accepted or considered. 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.

- 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.
- 7.2.1 In the event the lowest, responsive, responsible bid for project exceeds the cost estimates for provision of the services described herein, 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.
- 7.3 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.

- 7.3.1 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.
- 7.3.2 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.
- 7.3.3 In evaluating Bidders, the District will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. The apparent low, responsible, responsive bidder may be required to provide a list of similar projects completed in the last five years including the project description, location, dates, and team members, an organizational profile of the company with a list of professional staff, years with the company, a statement of qualifications and copies of professional certifications and licenses held prior to any Board Members' consideration of an award. Failure to provide this information will result in the Bidder being designated not responsible.
- 7.3.4 The District may conduct such investigations as the Board 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.
- 7.3.5 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. The District reserves the right to enter into Contracts with multiple Bidders for performance of the Work or any portion thereof, if deemed to be in the best interest of the District.
- 7.4 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

Board reserve the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response has been deemed responsive.

- 7.5 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.

- 7.5.1 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.
- 7.5.2 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.
- 7.6 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 A, 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. 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(s) 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(s) will be required to enter into the Contract with the District.

## **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**

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

**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.

**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** 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 A and incorporated herein.

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

**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.

**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 Cedar Key Water and Sewer District.

**Work or SOW** 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 District'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 District 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 Levy 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 A and incorporated herein by reference.

9.5.2 Any exceptions to the proposed Contract must be noted in Bid Proposal Form 4. 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 and Bond Requirements**

##### **9.6.1 Insurance 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:

- |    |                                   |  |
|----|-----------------------------------|--|
| 1. | Worker's Compensation             |  |
|    | 1.) State                         | Statutory  |
|    | 2.) Employer's Liability          | \$100,000 each accident<br>\$500,000 policy aggregate  |
| 2. | Business Automobile               | \$1,000,000 each occurrence<br>(A combined single limit)   |
| 3. | Commercial General Liability      | \$1,000,000 each occurrence<br>(A combined single limit)   |
| 4. | Pollution Liability/Environmental | \$1,000,000 if part of the<br>Commercial General<br>Liability Insurance, or the<br>licensee must carry a<br>separate Pollution Liability<br>Policy with limits of at<br>least \$1,000,000. |

All policies required by 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.

#### **9.6.2 Performance Bond**

Contractor shall, within 15 working days after notification of award, furnish to the District a Performance Bond, in the amount of the proposed price (calculated based upon the projected annual price associated with Contractor's bid for biosolid hauling, utilizing the Contractor's bid and an estimated 30,000 gallons of biosolids/month) as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the District 30 days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

By submission of a bid, Contractor acknowledges that that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the District in the event of a material breach by the Contractor.

### **9.6.3 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 Contractor or its assignee of such occurrence. In the event of such termination, the District agrees to peaceably surrender possession of the equipment to the Contractor or its assignee on the date of such termination to the extent that such equipment has not been paid for by the District. The Contractor 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 Contractor 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.



**AGREEMENT BETWEEN CEDAR KEY WATER AND SEWER DISTRICT, FLORIDA  
AND**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this \_\_\_\_\_, day of \_\_\_\_\_, 2022, by and between Cedar Key Water and Sewer District an independent special district government entity, whose principal place of business is at 510 3<sup>rd</sup> Street, Cedar Key, Florida 32625 (the “District”), and \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the District is in need of a contractor to provide sludge/biosolid hauling and disposal, lift station cleaning, and emergency sewage transportation. (“Services”); and

**WHEREAS**, the District issued Invitation to Bid 2022-1 to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

**WHEREAS**, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the District wishes to enter into this Agreement with Contractor to provide the Services to the District pursuant to the terms and conditions described herein.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

**1. Recitals and Attachments.** The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment “A” – Procurement ITB 2022-1 and Contractor’s Response;
- Attachment “B” – Insurance Requirements;
- Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment “D” – Scrutinized Companies Certification.

**2. Services.**

a. Contractor agrees to perform the following Services: sludge/biosolid hauling and disposal; lift station cleaning; and emergency sewage transportation. The Services to be provided are more fully described in ITB 2022-1 and Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the District. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the District’s needs and pursuant to the terms of this Agreement and shall

report to the District accordingly. Contractor agrees to immediately inform the District via telephone and in writing of any problems that could cause damage to the District. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

b. Pursuant to Rule 62-640, F.A.C., the District and Contractor agree as follows:

i. The Contractor shall accept biosolids of the following quality and quantity generated by the District: Approximately 30,000 gallons per month of pretreatment unstabilized biosolids. Actual quantities will depend on actual flows and may vary.

ii. Contractor shall be solely responsible for proper treatment, management, use, land application (if applicable), and disposal of the biosolids it accepts from the District.

iii. Any biosolids applied to land or distributed and marketed shall meet the pathogen reduction and vector attraction reduction requirements of Rule 62-640.600, F.A.C.

iv. The biosolids treatment facility shall meet the monitoring, record keeping, reporting and notification requirements of Rule 62-640.650 and 62-640.880, F.A.C.

v. For any biosolids applied to land or distributed and marketed, Contractor shall comply with the applicable requirements of Rules 62-640.880, 62-640.700, 62-640.800, 62-640.850, F.A.C.

vi. The District shall not be held responsible for treatment, management, use, land application, or disposal violations that occur after its biosolids have been accepted by Contractor. For purposes of this Agreement, the Contractor shall be deemed to have accepted the biosolids upon their loading or conveyance into or on to any equipment or vehicle under the control of the Contractor or Contractor's subcontractors or agents.

vii. By execution of this Agreement, Contractor acknowledges and agrees that it has sufficiently available capacity to receive the biosolids from the District. The biosolids treatment facility which will receive the biosolids generated by the District under this Agreement will continue to operate in compliance with the requirements of its permit.

viii. The Contractor will be solely and fully responsible for the transportation, treatment and final disposal of all materials in compliance with all applicable laws and regulations. The Contractor shall ensure compliance with all regulatory requirements related to transportation of the biosolids, including but not limited to vehicle traffic regulations promulgated by the Florida Department of Transportation and OSHA. Clean up of any material spilled or discarded shall be the sole responsibility of the Contractor and shall be conducted at the Contractor's expense, in accordance with all applicable laws and regulations. Should the Contractor fail to clean any spill in a satisfactory or timely fashion, District reserves the right to arrange for proper clean up and shall charge all costs back to the Contractor. Any penalties associated with such a spill shall also be charged to the Contractor. Should a mechanical breakdown occur in route to the disposal site, Contractor shall immediately dispatch a tow truck or repair crew to the disabled vehicle. If the disabled vehicle cannot be repaired where it sits, it shall first be towed to the disposal site for the proper removal of biosolids. This shall be the sole responsibility of the Contractor and carried out at their expense.

Contractor agrees that it shall furnish to the District and the Florida Department of Environmental Protection (FDEP) such additional agreements and certifications as may be necessary to ensure compliance with Rule 62-640, F.A.C., and the District's operating permit.

**3. Term and Renewal.** The term of this Agreement shall begin upon execution by the District, and shall continue for a period of two (2) years from the date of full execution of this Agreement, subject to the District's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to three (3) additional one (1) year terms.

**4. Compensation.** The Contractor agrees to provide the Services to the District, including all materials and labor, for the following fees/prices:

[TO COME]

- a. Contractor shall submit invoices to the District on a monthly basis. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the District with any additional documentation requested to process the invoices.
- b. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the District. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be processed for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- c. Availability of Funds. The District's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the District Commission.

Contractor shall make no other charges to the District for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the District. If the District disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the District's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**5. Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the District only. Any other use by Contractor or other parties shall be approved in writing by the District. If requested, Contractor shall deliver the documents to the District within fifteen (15) calendar days.

**6. Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment “B” attached hereto and incorporated herein, to protect the District and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

**7. Termination and Remedies for Breach.**

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the District shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the District shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor five (5) days to cure such default. If the default remains uncured after five (5) days the District may terminate this Agreement, and the District shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, District shall pay for services rendered as of the date of termination.
  - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the District and the District shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
  - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the District for damages sustained by it by virtue of a breach of the Agreement by Contractor and the District may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the District from the Contractor is determined.
- b. Termination for Convenience of District. The District may, for its convenience and without cause, immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The District also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.



**8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the District to file a lawsuit to enforce any term or provision under this Agreement, then the District shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND DISTRICT HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the District pursuant to Section 768.28, Florida Statutes.

**9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the District.
- d. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the contractor or keep and maintain public records required by the District to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT ALICIA M. JOHNS AT [ALICIA@CKWATER.ORG](mailto:ALICIA@CKWATER.ORG), (352)543-5285, 510 3RD STREET, CEDAR KEY, FLORIDA 32625.**

**10. Audit.** The District and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

**Notices.** All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered two (2) days after transmission by electronic mail (or when receipt is otherwise acknowledged), on the date specified in a courier service delivery receipt or other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties at the addresses identified under paragraph 17. This Section shall not preclude routine communication by the Parties by other means.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

<b>If to the District:</b>	Cedar Key Water and Sewer District Attn: General Manager 510 3RD STREET, CEDAR KEY, FLORIDA 32625 James@ckwater.org	<b>With a copy to:</b> Nabors, Giblin & Nickerson, P.A. Attn: Evan Rosenthal 1500 Mahan Dr, STE 200 Tallahassee, FL 32303 erosenthal@ngnlaw.com
<b>If to the Contractor:</b>	[TO COME]	

**11. Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the District. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the District.

**12. Subcontracting.** Contractor shall not subcontract any services or work to be provided to District without the prior written approval of the District's Representative. The District reserves

the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The District's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the District prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

**13. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**14. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the District or the

other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the District will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or

b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the District may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the District to enter into any litigation to protect the interests of the District. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**15. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, District, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, District, or municipal law, ordinance, rule, or regulation.

**16. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**17. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the District as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the District's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name,

unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

**18. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**19. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the District, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the District its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the District to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the District thereafter to enforce such provisions.

**20. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the District in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify District from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The District is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the District, nor is the Contractor authorized to use the District's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

**21. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies

that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the District's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the District's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to the Contractor of the District's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the District's determination of false certification was made in error, then the District shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

**22. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

**23. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

**24. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

**25. Representation of Authority to Contractor/Signatory.** The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the District that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

**CONTRACTOR**

**WITNESS:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

---

**ATTEST:**

\_\_\_\_\_

**CEDAR KEY WATER AND SEWER  
DISTRICT, FLORIDA**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



**Attachment “A”**

**Attachment “B”  
Insurance Requirements**

## Insurance 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:

- |    |  |  |
|----|--|--|
| 1. | Worker's Compensation                      |  |
|    | 1.) State                                  | Statutory  |
|    | 2.) Employer's Liability                   | \$100,000 each accident<br>\$500,000 policy aggregate  |
| 2. | Business Automobile                        | \$1,000,000 each occurrence<br>(A combined single limit)   |
| 3. | Commercial General Liability<br>occurrence | \$1,000,000 each<br><br>(A combined single limit)  |
| 4. | Pollution Liability/Environmental          | \$1,000,000 if part of the<br>Commercial General<br>Liability Insurance, or the<br>licensee must carry a<br>separate Pollution Liability<br>Policy with limits of at<br>least \$1,000,000. |

All policies required by 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.

## Performance Bond

Contractor shall, within 15 working days after notification of award, furnish to the City a Performance Bond, in the amount of the proposed price (calculated based upon the projected annual price utilizing the Contractor's bid and an estimated 30,000 gallons of biosolids/month) as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City 30 days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

By submission of a bid, Contractor acknowledges that that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach by the Contractor.

## Attachment “C”

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

**Attachment “D”**  
**Scrutinized Contractors Certificate**

**ITB 2022-1 SLUDGE HAULING  
INSTRUCTIONS TO BIDDERS**

Proposers 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 **Thursday September 15 @ 3:30 P.M., Eastern Time** unless otherwise changed through an addendum to this ITB, to the Cedar Key Water and Sewer District office at 510 3<sup>rd</sup> Street, Cedar Key, FL 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:

**Alicia M. Johns  
ATTENTION: ITB NO. 2022-1  
Cedar Key Water & Sewer District  
510 3<sup>rd</sup> Street  
Cedar Key, Florida 32625**

The front lower left corner of each **SEALED** envelope/package shall contain the following information for proper identification:

ITB # 2022-1 Sludge Hauling Attention: Alicia M. Johns <b>DUE NO LATER THAN: September 15 @ 3:30 P.M.</b>
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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 its 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](mailto:alicia@ckwater.org).

**PROPOSAL TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (Bid Proposal Form 1)**

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>

**ITB 2022-1 SLUDGE HAULING  
INSTRUCTIONS TO BIDDERS**

as certification of this required information. Verify that all addenda and tax identification number have been provided.

**BASIS OF BID (Bid Proposal Form 2)**

The Basis of Bid form is included with the Bidding Documents. Additional copies may be obtained from the District by contacting Alicia M. Johns: (352) 543-5285 or email [alicia@ckwater.org](mailto:alicia@ckwater.org). All blanks on the Bid form shall be completed in ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid From. 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.

**REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS (Bid Forms 3 through 5)**

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

- Bid Proposal Form 3: List of Proposed Subcontractors
- Bid Proposal Form 4: Comments on Proposed Contract
- Bid Proposal Form 5: Qualification Questionnaire



**ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS**

**BID PROPOSAL FORM 1:  
PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)**

The Cedar Key Water and Sewer District (the "District"), reserves the right to accept or reject any and/or all proposals in the best interest of the District.

Alicia M. Johns

This Proposal in response to ITB 2022-1 is submitted by the below named firm/individual by the undersigned authorized representative.

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

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

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

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_

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

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

LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

NAME: \_\_\_\_\_ NUMBER: \_\_\_\_\_

To: CEDAR KEY WATER AND SEWER DISTRICT (hereinafter called the "DISTRICT")

The undersigned, as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_      Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_  
Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_      Addendum #4 dated \_\_\_\_\_ Initials \_\_\_\_\_

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the DISTRICT in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, equipment, tools, labor, and apparatus necessary to do all the Work in the manner and time herein prescribed and according to the requirements of the DISTRICT as therein set forth, furnish the Contractor's Bonds and/or Insurance specified in the Contract, and to do all other things required of the Contractor by the Contract Documents.

ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS

**INSERT SUNBIZ INFORMATION HERE:**

ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS

**BID PROPOSAL FORM 2:  
BASIS OF BID**

Full Company Name of Bidder: \_\_\_\_\_

Main Business Address: \_\_\_\_\_  
(including city, state and zip)

Business Telephone and Fax Numbers: \_\_\_\_\_

Contact Name: \_\_\_\_\_

State Contractor's License# \_\_\_\_\_

ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS

**Basis of Bid**

**NOTE: BIDDER MUST PROVIDE BID PRICES FOR ALL ITEMS.**

Bidder will complete the Work in accordance with the Contract Agreement for the following price(s):

1. Sludge/Biosolid Hauling – Provide a price per gallon.

\$ \_\_\_\_\_ / gallon

List the Name and Address of the Facility/Location you at which intend to dispose of the sludge/biosolids generated by the District. Describe whether the Facility/Location treats sludge/biosolids to allow for land application or other beneficial use.

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2. Lift Station Cleaning – Provide an hourly rate OR flat fee per lift station (Bidders may provide both).

\$ \_\_\_\_\_ / hr

\$ \_\_\_\_\_ / lift station

3. Emergency Sewage Transportation – Provide an hourly rate.

\$ \_\_\_\_\_ / hr

**ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS**

4. Fuel Surcharge and Other Special Charges – Describe ALL special charges applicable to fuel, etc., which are proposed by Contractor and identify the specific service or services to which the special charges will be applied:

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**ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS**

**BID PROPOSAL FORM 3:  
LIST OF PROPOSED SUBCONTRACTORS AND SERVICES TO BE PERFORMED**

<b>Subcontract 1</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 2</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 3</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 4</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 5</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>
<b>Subcontract 6</b> <b>Name:</b> <b>City/State/Zip</b> <b>Services to Perform and Percentage:</b>

ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS

**BID PROPOSAL FORM 4:  
COMMENTS ON PROPOSED CONTRACT**

\*Any comments that are included on this form regarding the contract documents will be forwarded to the District’s General Counsel. 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 NA if there are no comments on the proposed contract documents.

<b><u>Comments on Proposed Contract</u></b>
<b>Contract Provision at Issue</b>
<b>Objection by Bidder</b>
<b>Suggested Resolution</b>

ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS

**BID PROPOSAL FORM 5: QUALIFICATION QUESTIONNAIRE**

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. What is the firm's current FEI/EIN Number?

\_\_\_\_\_

2. How many years has your organization been in business?

\_\_\_\_\_

3. List any additional references you would like to include outside of projects similar in scope to this one

Name of Client: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Address: \_\_\_\_\_

4. Have you ever failed to complete work awarded to you? If so, where and why?

\_\_\_\_\_



ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS

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5. Bidders must disclose and provide a description of any and all conflicts occurring in the past seven (7) years with any contracts, projects, or clients. Conflicts include, but are not limited to, payment disputes, quality of work disputes, failure to timely perform, lawsuits, administrative proceedings, claims or threatened claims on bonds, and other matters that may call into question the Bidder's ability to assure a quality and good faith performance. Poor or unacceptable past performance may result in a Bidder being deemed "not responsible." Failure to disclose relevant Conflict information may result in termination for a breach of contract.

List all past project conflicts, litigations, arbitrations, mediations, informal settlement discussions, or disputes involving your company for the past (3) years and outcome. Fully describe the circumstances (use additional sheets if necessary).

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6. State the true and exact, correct, and complete name under which you do business. BIDDER IS (select one):

**A SOLE PROPRIETORSHIP, PARTNERSHIP OR CORPORATION**

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(Bidder Name)

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(Address)

By \_\_\_\_\_ (Printed name of person authorized to sign)

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(Title)

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(Authorized Signature)

Phone No.: \_\_\_\_\_

ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS

7. LIST ALL PRINCIPALS OF ORGANIZATION: (President, Vice-President, Secretary-Treasurer, Partner, etc.)

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Signature and Title of Person Submitting Application

Date

**Forms after this page do not need to be submitted with the bid proposal. They are supplied for reference only. Only the winning bidder will be required to complete forms 6 through 16 in concurrence with the Contract.**

**ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS**

**BID PROPOSAL FORM 6 - INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless DISTRICT, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_

ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS

**BID PROPOSAL FORM 7 - SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

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

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

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

Whose business address is:

\_\_\_\_\_

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

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

\_\_\_\_\_ .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS**

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

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

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

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

(Notary Stamp)

ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS

**BID PROPOSAL FORM 8 - EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS

**BID PROPOSAL FORM 9 - DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) 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.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's 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.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) 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.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR \_\_\_\_\_ TITLE \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



ITB 2022-1 SLUDGE HAULING  
BID PROPOSAL FORMS

**BID PROPOSAL FORM 10 - DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Cedar Key Water and Sewer District. All firms must disclose the name of any ~~county~~ officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the District in connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the District:

\_\_\_\_\_  
\_\_\_\_\_

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_

Date

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**BID PROPOSAL FORM 11 - NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Cedar Key Water and Sewer District and that it will be relied upon by said District, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

\_\_\_\_\_

(Name of Corporation, Partnership, Individual, etc.)

a, \_\_\_\_\_ formed under the laws of \_\_\_\_\_

(Type of Business)

(State or Province)

of which he is \_\_\_\_\_.

(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the District, also that no head of any department or employee therein, or any officer of the Cedar Key Water and Sewer District is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_

AFFIANT'S NAME

\_\_\_\_\_

AFFIANT'S TITLE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

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(Notary Stamp)

Commission Number: \_\_\_\_\_

Expiration of Commission: \_\_\_\_\_

)

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**BID PROPOSAL FORM 12 - ETHICS CLAUSE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Authorized Individual

\_\_\_\_\_  
Name of Company/Organization

\_\_\_\_\_  
Address of Company/Organization

\_\_\_\_\_

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**BID PROPOSAL FORM 13**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**  
**PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature

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Title

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Contractor/Firm

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Address

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**BID PROPOSAL FORM 14 - E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with the Governor of Florida’s Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the DISTRICT upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this ITB regarding e-Verify Compliance.

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



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**BID PROPOSAL FORM 16**  
**CERTIFICATION REGARDING LOBBYING FOR**  
**CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature/Authorized Certifying Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title