



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

INVITATION TO BID NO: 2024-02

KLWTD Grinder Pump Lateral Kit Upgrades Project

BID ADVERTISE DATE: February 22nd, 2024

MANDATORY PRE-BID CONFERENCE: March 7th, 2024 at 10:00 AM

RESPONSES DUE DATE AND TIME: March 28th, 2024 at 2 P.M.

MAIL OR DELIVER RESPONSES TO:

Key Largo Wastewater Treatment District
103355 Overseas Highway
Key Largo, Florida 33037
ATTN: District Clerk

ITB 2024-02 KLWTD GRINDER PUMP LATERAL KIT UPGRADES PROJECT

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INTENT AND GENERAL INFORMATION

The Key Largo Wastewater Treatment District (KLWTD), through Invitation to Bid No. 2024-02, is soliciting bids from qualified contractors registered to do business in the State of Florida. The scope of work involves removal of approximately 136 existing lateral kits and replacement with new stainless steel lateral kits. The work will include putting in fittings and piping needed to raise the valve assembly up to about 12” below grade, then install the new stainless steel valve assembly in a meter box as detailed in the project plans and specifications. The KLWTD invites interested contractors to bid on the construction project detailed herein.

It is the intent of this ITB to enter into a Contract with the successful Bidder to begin upon approval of the Board of Commissioners of the KLWTD 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 KLWTD, 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 KLWTD in response to this ITB.

If this ITB is amended, the KLWTD will issue an appropriate addendum to the ITB. 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 dates and/or times change.

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. ***Copies of the project plans and technical specifications can be obtained through Demandstar at <https://network.demandstar.com>. If you are unable to obtain documents from Demandstar, please contact the District Clerk at Clerk.RFP@KLWTD.com.*** 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. Each Bidder is 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 KLWTD reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The KLWTD also reserves the right at any time to withdraw all or part of this ITB in order to protect its best interests. The KLWTD 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.

ITB 2024-02 KLWTD Grinder Pump Lateral Kit Upgrades Project

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

Bidder(s) interested in the Work are instructed to submit **one (1) original hard copy and one (1) electronic copy** (CD or USB flash drive) of its **complete** Bid in accordance with this ITB, no later than **March 28th, 2024 at 2:00 PM**, unless otherwise changed through an addendum to this ITB, to the KLWTD Administrative Office at 103355 Overseas Highway, Key Largo, FL 33037. Bids received after this date and time will not be considered and shall be returned unopened.

The ITB and any addenda issued are available on the Demandstar website at <https://network.demandstar.com> or by contacting the District Clerk at Clerk.RFP@KLWTD.com. All questions pertaining to this ITB should be submitted in writing in accordance with the ITB instructions set forth in Section 1.1 of the ITB.

Mandatory Prebid Meeting

ITB 2024-02 KLWTD Grinder Pump Station Lateral Kit Upgrades Project Mandatory Pre-Bid Meeting **March 7th, 2024 at 10:00 a.m.**

KLWTD Grinder Pump Lateral Kit Upgrades Project

Mar 7, 2024, 10:00 - 11:00 AM (America/New_York)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/536128621>

You can also dial in using your phone.

Access Code: 536-128-621

United States (Toll Free): [1 877 309 2073](tel:18773092073)

United States: [+1 \(646\) 749-3129](tel:+16467493129)

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

SECTION 1.0 SCHEDULE OF EVENTS

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

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

Event	Date/Time
Bid Advertisement Date	February 22 nd , 2024
Mandatory Pre-Bid Conference	March 7 th , 2024 at 10:00 AM
Technical Questions Due from Prospective Bidder	March 21 st , 2024 at 4:00 PM
Bid Due Date and Time	March 28 th , 2024 at 2:00 PM

1.1 All inquiries and questions concerning this ITB, as well as **requests for copies of the project plans**, must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to:

Technical Questions: Laura Weinstock, Project Administrator
Key Largo Wastewater
Treatment District
Clerk.RFP@KLWTD.com

Questions and responses will be posted on Demandstar as Addenda.

1.2 All **Bids** and all attachments must be bound and delivered **SEALED** to the KLWTD at the address shown below no later than the time and date set for receipt of Bids in Section 1.0, Schedule of Events.

Deliver OR mail the **BID in a sealed** envelope/package to:

Key Largo Wastewater Treatment District
103355 Overseas Highway
Key Largo, Florida 33037
Attn: ITB 2024-02

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

KLWTD GRINDER PUMP STATION LATERAL KIT UPGRADES PROJECT ITB # 2024-02 Attention: District Clerk

- a. Include name and address of Bidder on each sealed envelope/package.
 - b. If Bid is contained in multiple packages, number each sealed package sequentially, i.e., "1 of 3", "2 of 3", "3 of 3".
- 1.4 All Bids received will be recorded and date stamped at the KLWTD office located at 103355 Overseas Highway, Key Largo, Florida. The responsibility for submitting the Bid to the KLWTD no later than the specified time and date is solely that of the Bidder. The KLWTD will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.
 - 1.5 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 **March 28th, 2024 at 2:00 PM.** unless otherwise changed through the issuance of an addendum to this ITB.
 - 1.6 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.
 - 1.7 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.

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement date of February 22nd, 2024.
- 2.2 The prospective Bidder shall not have any communication with any KLWTD officers, agents, or employees regarding this ITB or project. No interpretation of the meaning of the plans, specifications or ITB shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such 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 Demandstar 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)

SECTION 3.0 SCOPE OF WORK

- 3.1 This invitation to Bid contemplates the provision of materials and labor to install fittings and piping needed to raise the grinder pump piping up to about 12” below grade, then install the new stainless steel valve assembly in a meter box as detailed in the construction plans and specifications.
- 3.2 The Scope of Work will be discussed during the Pre-Bid Meeting. There will be a site visit conducted after the Pre-Bid Meeting. If additional time on the site is needed, please schedule a follow up visit after the Pre-Bid Meeting with the Operations Manager. The Pre-Bid Meeting will be held at The KLWTD Board Room located at 103355 Overseas Highway, Key Largo, Florida. The meeting may be attended in person or virtually via GoToMeeting. The link for attendance via GoToMeeting will be provided on Demandstar and will be available at <https://meet.goto.com/536128621>
- 3.3 All Work must be completed pursuant to the contract documents as amended by any Change Orders within the specified time frame as noted in the contract documents.

SECTION 4.0 BID RESPONSE REQUIREMENTS

4.1 Overview

- 4.1.1 The KLWTD 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.
- 4.1.2 Bids not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the 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 KLWTD. 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.
- 4.1.3 The KLWTD reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the KLWTD may reject any and all Bids and seek new Bids when it is in the best interest of the KLWTD to do so.
- 4.1.4 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.

4.1.5 All names shall be printed in ink below the signatures.

4.1.6 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. The Acknowledgement of Conditions form must also be completed verify that the Bidder has accessed, read and understands the requirements of the General Conditions, the KLWTD Supplementary Conditions and the FDEP Supplementary Conditions.

4.1.7 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.

4.1.8 A Bidder seeking to do business with the KLWTD 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://www.sunbiz.org> or <http://www.dos.state.fl.us/doc/index.html>.

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 Bid Form.

4.2 Instructions to Bidder

- 4.2.1 The Bid should address the requirements in a clear and concise manner in the order stated herein.
- 4.2.2 Bids must be tabbed as follows and must include the information/documents specified in the applicable tab. Bids that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the KLWTD.
- 4.2.3 The KLWTD reserves the right to seek additional/supplemental representation on specific issues as needed.
- 4.2.4 Bids should be typed. No changes in or corrections to Bids will be allowed after the Bids are opened.
- 4.2.5 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.
- 4.2.6 The KLWTD shall not be liable for any costs incurred by Bidder prior to entering into a contract. Therefore, each Bidder is encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.

4.3 BID CONSTRUCTION

Bidders shall construct its Bid in the following format as outlined and a tab must separate each section as prescribed.

BID TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (APPENDIX A)

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 Bid 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 web-page(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

TAB 1 – QUALIFICATIONS, EXPERIENCE AND ABILITY OF PROFESSIONAL PERSONNEL

The Bidder shall provide a history of the organization, its areas of expertise and show the individual(s) providing these services will fulfill the needs of the KLWTD if awarded a contract pursuant to this ITB. Provide an organizational profile of the firm and five (5) years of experience for the “Work”, and a list of

professional staff, years with the firm and a brief bio that may be assigned to a project and any professional certifications or licenses held.

TAB 2 – EXPERIENCE FOR SIMILAR PROJECTS

Provide a list of each similar project worked on within the last five years, which must include the project description, location, dates, and team members and must include the Qualification to Bid Application and Questionnaire.

TAB 3 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS (APPENDIX B)

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

- B-1 Bid Form (submitted in Tab 4)
- B-2 Bid Bond Form
- B-3 Trench Safety Form
- B-4 Insurance Certification Form
- B-5 Subcontractor Form*
- B-6 E-Verify System Participation Acknowledgement Form

****The Bidder Shall Not Award Work to Subcontractor(s) more than 50% of the Base Contract***

TAB 4 - PROPOSED PRICING (ref: Appendix B-1)

Each Bidder shall use the Bid Form as provided as part of this ITB. All bid prices must be based on the approved activities as determined via the ITB documents. Pricing information must be submitted on the designated forms and signed by the appropriate parties. All addenda must also be acknowledged by the bidder.

SECTION 5.0 BID OPENING

- 5.1 All 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 6.0 EVALUATION OF BIDS AND SELECTION PROCESS

- 6.1 Bidder(s) who satisfy the required qualifications and are deemed responsible Bidder(s) and who timely submit a responsive Bid will be considered by the KLWTD.
- 6.2 The KLWTD 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.

6.2.1 For the purposes of this section, the KLWTD may consider evidence from the five-year period preceding the subject bid.

6.2.2 In the event the lowest, responsive, responsible bid for a construction project exceeds the architectural or engineering cost estimates, the KLWTD administrator 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 KLWTD 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 KLWTD may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the KLWTD considers such adjustments to be in its best interest.

6.3 The KLWTD reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. The KLWTD further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The KLWTD 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.

6.3.1 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.

- 6.3.2 In evaluating Bids, the KLWTD 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.
- 6.3.3 In evaluating Bid, the KLWTD will consider the qualifications of Bidder 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.
- 6.3.4 The KLWTD may conduct such investigations as the KLWTD deems necessary to establish the responsibility, qualifications, and financial ability of Bidder, 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 KLWTD 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.
- 6.3.5 If the Contract is to be awarded, the KLWTD will award the Contract to the responsible Bidder who's Bid, conforming with all the material terms and conditions of the Instructions to Bidder, 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.
- 6.4 Responses to this ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. The KLWTD reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Bidders are cautioned to make no assumptions unless their response has been deemed responsive.
- 6.5 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.

- 6.5.1 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.
- 6.5.2 If an award or negotiation is unsuccessful with the initial Bidder, award or negotiations may commence with the next lowest Bidder, utilizing the tiebreaker steps above to make the determination of next lowest Bidder if necessary.
- 6.6 When the KLWTD 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 two (2) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to the KLWTD. The KLWTD shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 7.1 The KLWTD 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 Draft Agreement and its exhibits are included as Appendix D, which is attached hereto and incorporated herein by reference.
- 7.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and

the KLWTD. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the KLWTD's contract issued as a result of this ITB.

- 7.3 The KLWTD reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The KLWTD 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 KLWTD reserves the right to award to one or multiple Bidder(s) at its discretion.
- 7.4 The Successful Bidder will be required to assume responsibility for all services offered in the Bid. The KLWTD will consider the Successful Bidder to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, the Successful Bidder will be required to enter into the Contract with the KLWTD.

SECTION 8.0 STANDARD TERMS AND CONDITIONS

- 8.1 Definitions
- 8.2 Florida Public Records Law and Confidentiality
- 8.3 Procurement Challenges
- 8.4 Construction and Venue
- 8.5 Contract
- 8.6 Insurance Requirements and Bond Requirements

8.1 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.

KLWTD means the KLWTD Commissioners and its employees.

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

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

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

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

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

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

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

Engineer means the engineer/engineering firm responsible for preparing the Construction Drawings and Specifications.

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

8.2 Florida Public Records Law and Confidentiality

- 8.2.1. By submitting a Bid in response to this ITB, a Bidder acknowledges that the KLWTD 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 KLWTD may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Bidder provide the KLWTD 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 KLWTD 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.
- 8.2.3 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 KLWTD, 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 KLWTD shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be received by the KLWTD no later than 4:00 p.m., EST, of the KLWTD business day following Bidder's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the KLWTD for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the KLWTD, or assessed or awarded against the KLWTD, in regard to the KLWTD'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 KLWTD's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the KLWTD.

8.3 Procurement Challenges

Any Bidder who desires to formally protest shall follow the procedures outlined in Appendix D and Appendix E.

8.4 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 Monroe County, Florida, United States.

8.5 Contract

- 8.5.1 The Successful Bidder will be required to enter into the Contract with the KLWTD and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Agreement is attached hereto as Appendix C and

incorporated herein by reference.

- 8.5.2 Any exceptions to the Draft Agreement must be noted on the Bid Form (Appendix B-1). The KLWTD is under no obligation to modify the Draft Agreement to conform to the Successful Bidder's 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 KLWTD at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the KLWTD regarding the proposed exception. If a Bidder's exception and modification are rejected by the KLWTD during the technical question portion of the Bid process and the Bidder later submits a Bid, Bidder shall be deemed to have accepted this Agreement provision.

8.6 Insurance Requirements

- 8.6.1 Insurance Requirements – See Appendix D and E.

**APPENDIX A-1
BID TRANSMITTAL FORM**

The KLWTD reserves the right to accept or reject any and/or all bids in the best interest of the KLWTD.

This Bid in response to ITB 2024-02 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: Key Largo Wastewater Treatment District (hereinafter called the "KLWTD")

The undersigned, as Bidder declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid 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 _____

Bidder proposes, and agrees if this Bid is accepted, Bidder will contract with the KLWTD in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus and other means of construction, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the KLWTD as therein set forth, furnish the Contractor's Bonds and Insurance specified in the General Conditions and Supplementary Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents.

APPENDIX A-2
CHECKLIST OF REQUIRED DOCUMENTS

Please submit the items on the following list and any other items required by any section of this ITB. The checklist is provided as a courtesy and may not be inclusive of all items required within this ITB:

_____A. Completed Bid Response Cover Sheet and Addenda(s) Acknowledgment (Appendix A)

_____B. Required Forms, Documents, Certifications (Appendix B)

- 1) Bid Form
- 2) Bid Bond Form
- 3) Trench Safety Form
- 4) Insurance Certification Form
- 5) Subcontractor Form
- 6) E-Verify System Participation Acknowledgement Form

Appendix B-1

BID FORM

PART 1 GENERAL

1.01 Description

The following Bid, for the (1) **KLWTD Grinder Pump Lateral Kit Upgrades Project** is hereby made to Key Largo Wastewater Treatment District (KLWTD), hereafter called the Owner. This Bid is submitted by (2) _____

(1) Name of Project as shown in the Invitation to Bid
(2) Name, address, and telephone number of Bidder

1.02 The Undersigned:

A. Acknowledges receipt of:

1. Project Manual and Drawings identified within the Project Manual.

2.	Addenda:	Number	_____	Dated	_____
		Number	_____	Dated	_____
		Number	_____	Dated	_____
		Number	_____	Dated	_____

B. Has examined the site and all ITB documents and understands that in submitting his Bid, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Bid open for 90 calendar days after the Bid opening date.

2. To accept the provisions of the Instructions to Bidders regarding disposition of Bond Security.

3. To enter into and execute a contract with the Owner, if awarded on the basis of this Bid, and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Bidders.

4. To accomplish the work in accordance with the Contract Documents.

5. To begin work not later than **7** days after the issuance of a Notice to Proceed; to achieve substantial completion of the work within **180** calendar

days of the date of the Notice to Proceed; and to achieve final completion within **30** calendar days from substantial completion. See also Supplementary Condition, Appendix 2 & 3, SC-12.02.C-E.

6. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

1.03 Bid Schedule

The Bidder hereby agrees to perform all work as required by the Contract Documents for the following Prices. All work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of the project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.

1.04 List of Subcontractors

List the subcontractors, if any, that the Bidder proposes to use to perform a portion of the work with a value of more than one half of one percent of the total Bid. Prior to award, the Bidder must provide evidence of each subcontractor's valid business license, and evidence of each subcontractor's valid certificate of competency or registration under Ch. 489, Fla. Stat.

If the Bidder fails to list a subcontractor or lists more than one subcontractor for the same portion of work and the value of that work is more than one half of one percent of the total Bid, the Bidder shall be considered to have agreed to perform that portion of the work without the use of a subcontractor and to have represented the Bidder to be qualified to perform that work. The Bidder shall not remove or replace subcontractors listed in the Bid subsequent to the lists being made public at the Bid opening, except upon good cause shown.

Subcontractor Name	Business Location	Work to be Performed	Percentage of Base Bid

Use additional sheets, if necessary.

1.04(a) Additive Alternate

Additive Alternates (commonly referred to as add alternate), are defined in the project description as well as in the bid form. An add alternate item is denoted on the bid form with the

words “(Add Alternate Item)” in the line item description. Add alternate items shall be awarded solely at the discretion of the District and are not guaranteed should a contract be awarded for the items included in the base bid. The District may accept the Add Alternate bid at any time before final completion of the project.

If the Bidder does not wish to bid on Add Alternate items then the words “NO BID” shall be stated in the cost and total cost section of the bid form. If the Bidder wishes to bid on Add Alternate items then the “Combination Total” section of the bid form must be filled out.

ITB 2024-02 KLWTD Grinder Pump Lateral Kit Upgrades Project

1.05 Miscellaneous Requirements and Affirmations

- A. Bid must be on the Bid Form.
- B. I have attached the required Bid Security to this Bid.
- C. I have attached the required Statement in connection with the Trench Safety Act.

1.06 RESPECTFULLY SUBMITTED, signed and sealed this ___day of _____, _____.

Contractor

By (Signature) Date

Printed Name and Title

Business Address

City State Zip Code

(CORPORATE SEAL)

Telephone No. Facsimile No.

ATTEST:

By (Signature) Date

Printed Name and Title

END OF FORM

ITB 2024-02 KLWTD Grinder Pump Lateral Kit Upgrades Project

**Appendix B-2
SECTION 00420
BID BOND FORM**

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, 1) _____, as Principal, and 2) _____, as Surety, are hereby and firmly bound unto Key Largo Wastewater Treatment District, as Owner, in the penal sum of 3) _____ Dollars (\$ _____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to Key Largo Wastewater Treatment District a certain Bid for 4) KLWTD Grinder Pump Lateral Kit Upgrades Project attached hereto and hereby made a part hereof.

- 1) *Bidder*
- 2) *Surety*
- 3) *Amount of Bond as Required in the Instructions to Bidders*
- 4) *Name of Project as Shown in Request for Bids*

NOW, THEREFORE,

- A. If said Bidder shall be in rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver the Agreement (properly completed in accordance with the ITB Documents), and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby give waive notice of any such extension.

ITB 2024-02 KLWTD Grinder Pump Lateral Kit Upgrades Project

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

Signed and sealed this _____ day of _____, _____.

ATTEST:

Principal

By (Principal Officer)

By (Signature of Officer)

Typed Name and Title

Typed Name and Title

(CORPORATE SEAL)

Address

City, State, Zip

Surety

By

By: _____
Attorney-in-Fact

Typed Name and Title

Typed Name and Title

(SEAL)

Address

City, State, Zip

Telephone No. Facsimile No.

END OF FORM

**Appendix B-3
SECTION 00430
TRENCH SAFETY STATEMENT FORM**

Bidder acknowledges that included in the various items of the Bid contained on the Bid Form are costs for complying with the Florida Trench Safety Act (FS 553.60-553.64). The Bidder further identifies the cost of compliance with the applicable trench safety standards for the project as follows (Bidder to attach additional sheets as necessary to identify all costs):

	Trench Safety Measure (Description)	Units of Measure (LF, SF, SY)	Unit Quantity	Unit Cost	Extended Cost
A					
B					
C					
D					
E					
F					
TOTAL					\$

The total cost shown herein is already included in the various items on the Bid Form and is not additional to the pricing shown on the Bid Form.

Bidder, by signature below, assures that the contractor performing trench excavating will comply with the applicable Trench Safety Standards.

Submitted, signed and sealed this _____ day of _____, _____.

Bidder

Signature

Printed Name and Title

ATTEST:

Signature

Date

(SEAL)

END OF FORM

APPENDIX B-4

**SECTION 00620
INSURANCE CERTIFICATION FORM**

Name of Project: KLWTD Grinder Pump Lateral Kit Upgrades Project

Additional Insureds:

Owner: Key Largo Wastewater Treatment District
103355 Overseas Highway
Key Largo, Florida 33037
ATTN: District Clerk

Engineer(s): Weiler Engineering
6805 Overseas Hwy
Marathon, Florida 33050

THIS IS TO CERTIFY that the numbered policies identified by the attached Certificates of Insurance have been issued by the below stated company in conformance with the limits and requirements as set forth in the General Conditions and Supplementary Conditions.

The insurance company hereby waives its rights of subrogation against the additional insured.

The insurance company hereby agrees to provide to the additional insured, promptly upon request, a true, full, and correct copy of the insurance policies identified in the attached Certificates of Insurance.

Named Insured

Insurance Company

Address City State Zip

By: _____
Signature of Authorized Representative

Printed or Typed Name of Authorized Representative (Attach Acknowledgment)

(Make additional copies of this form if more than one insurance company provides contract required insurance).

END OF FORM

Appendix B-5

LIST OF PROPOSED SUBCONTRACTORS AND SERVICES TO BE PERFORMED

<p>Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:</p>
<p>Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:</p>
<p>Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:</p>
<p>Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:</p>
<p>Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:</p>
<p>Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:</p>

**Appendix B-6
E-Verify System Participation**

E-VERIFY SYSTEM PARTICIPATION:

The District participates in the E-Verify System operated by the United States Department of Homeland Security. The Contractor shall certify to the District that it has registered with and utilizes the E-Verify System to confirm the work authorization of all newly hired employees and agrees to use the E-Verify System throughout the duration of this contract. The Contractor shall deliver to the District a copy of each affidavit required to be provided to Contractor by each Subcontractor stating that the Subcontractor does not employ, contract or subcontract with any unauthorized alien. In the event the District notifies the Contractor it has reason to believe that any Subcontractor providing services or materials in connection with Contractor's performance of its obligations under this contract is not using the E-Verify System, the Contractor shall immediately dismiss the Subcontractor.

Contractor acknowledges the District's participation in E-Verify System and by executing and submitting this form with its Bid, agrees to the conditions stated above and will participate in the E-Verify System throughout the duration of the Agreement.

Submitted, signed and sealed this _____ day of _____, _____.

Bidder

Signature

Printed Name and Title

ATTEST:

Signature

Date

(SEAL)

END OF FORM

Appendix C
SECTION 00520
AGREEMENT FORM

PART 1 GENERAL

1.01 THIS AGREEMENT, made this ____ day of _____, _____, by and between 1) Key Largo Wastewater Treatment District, hereinafter called the Owner, and 2) _____, doing business as a 3) _____, and hereinafter called the Contractor.

- 1) *Name of Owner*
- 2) *Name of Contractor*
- 3) *Corporation, Partnership, Sole Proprietor*

1.02 The Owner and Contractor agree as follows:

A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Instructions to Bidders, Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the KLWTD Grinder Pump Lateral Kit Upgrades Project.

C. Contract Time

The Contractor shall begin work within 7 days after the issuance of a written Notice to Proceed and shall achieve substantial completion of the work within 180 calendar days from the date of the Notice to Proceed. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within **30** calendar days from the actual date of substantial completion. See also Supplementary Condition, Appendix 2 & 3, SC-12.02.C-E.

D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize

the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER \$1000 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (¼) of the rate set forth above.

E. Contract Price

Lump Sum Price Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order and subject to the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of _____ Dollars (\$ _____). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Bid, which shall be as fully a part of the Contract as if attached or repeated herein.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions (Appendix D, E, and F).

G. Retainage

The value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 5%, to be held by Owner as collateral security under Section Fla. Stat. §255.078 (2023) until completion of the work.

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

CONTRACTOR:

Name of Firm

By (Signature)

(SEAL)

Printed Name and Title

ATTEST:

By (Signature)

Printed Name and Title

OWNER:

Name of Owner

By (Signature)

(SEAL)

Printed Name and Title

ATTEST:

By (Signature)

Printed Name and Title

END OF FORM

Appendix D
Section 00700
Standard General Conditions

In order to conserve resources, Appendix D, Section 00700, Standard General Conditions, is made available electronically on the KLWTD website at <https://www.klwtd.com/project-documents/>

To download an electronic copy of Appendix D, click on the link labeled “*Appendix D*”. A PDF file of the Standard General Conditions will be downloaded to your device. If you are unable to download the Appendix D from the website, you may request that an electronic file be sent to you via email by writing to Clerk.RFP@KLWTD.com.

If you desire paper copies, they can be made available for pickup at the KLWTD office at 103355 Overseas Highway, Key Largo, Florida, 33037. A cost for reproduction of paper copies will be charged. A fee of \$0.03 per 8.5” X 11” sheet will be charged.

All documents that are made available electronically at the KLWTD web site are hereby made an official part of this ITB. All terms and conditions contained in these files become a part of the Contract Documents. It is the Bidder’s responsibility to acquire, read and understand these terms and conditions. By submitting a bid, the Bidder certifies that it has obtained, read and accepts the requirements of the document.

Appendix E
Section 00800
KLWTD Supplementary Conditions

In order to conserve resources, Appendix E, Section 00800, KLWTD Supplementary Conditions, is made available electronically on the KLWTD website at <https://www.klwtd.com/project-documents/>

To download an electronic copy of Appendix E, click on the link labeled “*Appendix E*”. A PDF file of the KLWTD Supplementary Conditions will be downloaded to your device. If you are unable to download the Appendix E from the website, you may request that an electronic file be sent to you via email by writing to Clerk.RFP@KLWTD.com.

If you desire paper copies, they can be made available for pickup at the KLWTD office at 103355 Overseas Highway, Key Largo, Florida, 33037. A cost for reproduction of paper copies will be charged. A fee of \$0.03 per 8.5” X 11” sheet will be charged.

All documents that are made available electronically at the KLWTD web site are hereby made an official part of this ITB. All terms and conditions contained in these files become a part of the Contract Documents. It is the Bidder’s responsibility to acquire, read and understand these terms and conditions. By submitting a bid, the Bidder certifies that it has obtained, read and accepts the requirements of the document.

Appendix F
Section 00810
FDEP Supplementary Conditions

NOT USED

Appendix G Project Drawings

In order to conserve resources, Appendix G, Project Drawings, is made available electronically on the KLWTD website at <https://www.klwtd.com/project-documents/>

To download an electronic copy of Appendix G, click on the link labeled “*Appendix G*”. A PDF file of the Project Drawings will be downloaded to your device. If you are unable to download the Appendix G from the website, you may request that an electronic file be sent to you via email by writing to Clerk.RFP@KLWTD.com.

If you desire paper copies, they can be made available for pickup at the KLWTD office at 103355 Overseas Highway, Key Largo, Florida, 33037. A cost for reproduction of paper copies will be charged. A fee of \$2.50 per 24” X 36” sheet will be charged.

All documents that are made available electronically at the KLWTD web site are hereby made an official part of this ITB. All terms and conditions contained in these files become a part of the Contract Documents. It is the Bidders responsibility to acquire, read and understand these terms and conditions. By submitting a bid, the Bidder certifies that it has obtained, read and accepts the requirements of the document.

Appendix H Technical Specifications

In order to conserve resources, Appendix H, Technical Specifications, is made available electronically on the KLWTD website at <https://www.klwtd.com/project-documents/>

To download an electronic copy of Appendix H, click on the link labeled “*Appendix H*”. A PDF file of the Technical Specifications will be downloaded to your device. If you are unable to download the Appendix H from the website, you may request that an electronic file be sent to you via email by writing to Clerk.RFP@KLWTD.com.

If you desire paper copies, they can be made available for pickup at the KLWTD office at 103355 Overseas Highway, Key Largo, Florida, 33037. A cost for reproduction of paper copies will be charged. A fee of \$0.03 per 8.5” X 11” sheet will be charged.

All documents that are made available electronically at the KLWTD web site are hereby made an official part of this ITB. All terms and conditions contained in these files become a part of the Contract Documents. It is the Bidders responsibility to acquire, read and understand these terms and conditions. By submitting a bid, the Bidder certifies that it has obtained, read and accepts the requirements of the document.