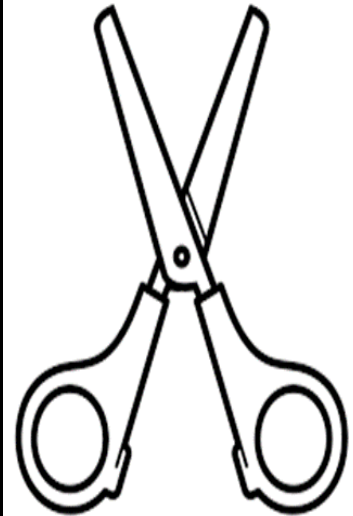


<p>RETURN TO: Purchasing Program Manager Fort Pierce Utilities Authority</p> <p>DELIVER/MAIL TO: 206 South 6th Street Fort Pierce, FL 34950</p> <p>COMMON CARRIER: 206 South 6th Street Fort Pierce, FL 34950</p>	<p>Fort Pierce Utilities Authority (FPUA)</p> <p>INVITATION TO BID and BIDDER ACKNOWLEDGMENT</p>
<p>Contact: Nancy J. Palka PurchasingManager@fpu.com (772) 466-1600 x3272</p>	<p>Bid No: ITB 25-17</p>
<p>Pre-Bid Conference Date: N/A</p>	<p>Bid Title: WET LIME RESIDUAL HAULING</p>
<p>Pre-Bid Conference Location: N/A</p>	<p>Bid Opening Event Date and Time: THURSDAY, FEBRUARY 20, 2025 @ 11:30AM EST Bid Openings shall <u>ONLY</u> be conducted via a Zoom Meeting, see instructions, go to SECTION IV – Special Terms and Conditions and Additional Instructions to Bidders – Item No. 13.</p>
<p>Sealed Bid Due Deadline Date & Time: THURSDAY, FEBRUARY 20, 2025 @ 11:00 AM EST</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.</p>
<p>Bidder Name: _____ _____ Mailing Address: _____ _____ _____</p>	<p><i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder.</i></p> <p>X _____ Authorized Signature (Manual)</p>
<p>Phone Number:</p>	<p>Typed or Printed Name:</p>
<p>Fax Number:</p>	<p>Title:</p>
<p>E-Mail Address:</p>	<p>Delivery in _____ days, After receipt of order</p>
<p>Delivery: FOB Destination</p>	<p>Payment Terms: Net 45 Days</p>
<p>Bid Security is attached, when required, in the N/A amount of \$ _____</p>	<p>If returning as a "No Bid," please state reason:</p>

Cut along the outer border and affix this label to your sealed proposal envelope/box to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested.

SEALED BID - <u>DO NOT OPEN</u>	
SEALED BID NO:	ITB 25-17
PROPOSAL TITLE:	WET LIME RESIDUALS HAULING
DUE DATE/TIME:	THURSDAY, FEBRUARY 20, 2025 @ 11:00 AM
SUBMITTED BY:	_____
(Name of Company)	_____
DELIVER TO:	FORT PIERCE UTILITIES AUTHORITY ATTN: PURCHASING PROGRAM MANAGER 206 South 6th Street Fort Pierce, FL 34950



Bid No. ITB 25-17– WET LIME RESIDUAL HAULING

Table of Contents

SECTION I – GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS	1
1. GENERAL INFORMATION	1
2. ADDENDUM	1
3. DELAYS	2
4. REGISTRATION WITH THE FLORIDA DEPARTMENT OF STATE	2
5. NO BID	2
6. BID OPENING.....	2
7. TAXES	2
8. DISCOUNTS	2
9. PRICING	3
10. QUANTITIES.....	3
11. MISTAKES	3
12. AWARD.....	3
13. DELIVERY	3
14. CONTRACTUAL AGREEMENT AND/OR PURCHASE ORDER	3
15. NO ADDITIONAL TERMS AND CONDITIONS.....	4
16. INTERPRETATION OF INVITATION TO BID.....	4
17. INVOICING AND PAYMENT	5
18. ASSIGNMENT.....	5
19. INSURANCE	5
20. CONFLICT OF INTEREST	5
21. LEGAL REQUIREMENTS	6
22. BIDDER’S REPRESENTATION	6
23. BIDDER’S SITE INSPECTION	6
24. BUSINESS TAX RECEIPT/OCCUPATIONAL LICENSE.....	6
25. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM	6
26. DRUG-FREE WORKPLACE (DFW).....	6
27. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)	6
28. EEO STATEMENT	7
29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	7
30. GOVERNMENTAL RESTRICTION	7
31. PATENTS AND ROYALTIES	7
32. ADVERTISING	8
33. DISQUALIFICATION OF BIDDER.....	8
34. NO ADJUSTMENTS/CHANGES/DEVIATIONS	8
35. DISPUTES.....	8
36. PUBLIC RECORDS.....	8
37. TRADE SECRET AND CONFIDENTIAL MATERIAL.....	9
38. BID PREPARATION COSTS	10
39. COOPERATIVE PURCHASING.....	10
40. PUBLIC ENTITY CRIMES	10
41. DISCRIMINATORY VENDORS & SCRUTINIZED COMPANIES LISTS.....	10
42. RESPONSIBLE VENDOR DETERMINATION.....	11

Bid No. ITB 25-17– WET LIME RESIDUAL HAULING

43. NON-COLLUSION CERTIFICATION	11
44. E-VERIFY REQUIRED	11

SECTION II – SPECIAL TERMS AND CONDITIONS – LOCAL VENDOR PREFERENCE 12

1. DEFINITION	12
2. CERTIFICATION	12
3. NON-LOCAL BUSINESS	12
4. COMPETITIVE BID (SECOND CHANCE OFFER)	13
5. CONSTRUCTION PROJECTS	13
6. PREFERENCE FOR INVITATION TO BID (ITB)	13
7. NOTICE	14
8. WAIVER OF APPLICATION OF LOCAL PREFERENCE	14
9. COMPARISON OF QUALIFICATIONS	14
10. RECIPROCITY	14

SECTION III – REQUIRED LIMITS OF INSURANCE 15

SECTION IV – SPECIAL TERMS AND CONDITIONS AND ADDITIONAL

INSTRUCTIONS TO BIDDERS 18

1. ISSUANCE OF INVITATION TO BID (ITB)	18
2. DEFINITIONS	18
3. PAYMENT AND PERFORMANCE BOND REQUIREMENTS	18
4. PRE-BID CONFERENCE	18
5. CONTACT PROHIBITION	18
6. QUESTIONS AND ADDENDA	19
7. EXECUTION OF BID	19
8. DOCUMENT SUBMISSION	20
9. MODIFICATION AND WITHDRAWAL OF BIDS	20
10. BID SUBMITTAL FORMAT	21
11. PERFORMANCE	21
12. SEALED BIDS DUE DATE DEADLINE	21
13. BID OPENING EVENT	21
14. ADMINISTRATIVE REVIEW BASED ON PASS/FAIL CRITERIA	22
15. SELECTION	22
16. CONTRACT	22
17. FEMA ADDENDUM to FPUA GENERAL TERMS AND CONSITIONS for FEMA REQUIRED CONTRACT PROVISIONS, if applicable. – <i>This ITB does not require FEMA Addendum.</i>	22
18. TERM AND RENEWAL OPTIONS	23
19. NOTICE OF INTENT TO AWARD	23
20. INQUIRIES/QUESTIONS	23

SECTION V – SPECIFICATIONS AND SCOPE OF WORK..... 24

1. WORK OBJECTIVE	24
2. CONTRACTOR SITE INSPECTIONS AND EVALUATIONS	24
3. FPUA DUTIES	24

Bid No. ITB 25-17– WET LIME RESIDUAL HAULING

4. SCOPE OF WORK 24

5. JOBSITE LOCATION 26

6. JOBSITE HOURS 26

7. REQUIRED SUBMISSION FORMS AND OTHER REQUIRED DOCUMENTS 26

SECTION VI – FORMS.....29

 BID RESPONSE FORM 30

 CERTIFICATION STATEMENT – LOCAL VENDOR PREFERENCE 31

 IRS FORM W-9 – TAXPAYER ID NUMBER AND CERTIFICATION 31

 BIDDER’S SUBMITTAL CHECKLIST 32

 DRUG-FREE WORKPLACE FORM 33

 AFFIDAVIT..... 34

SECTION I – GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements, scope of work, and bid forms. The Bid Response Form and all attachments must be executed and submitted in a sealed envelope. **Bids not submitted on the enclosed Bid Response Form shall be rejected.**

By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. The inclusion of different or conflicting terms in any Bid submission may be reviewed by FPUA. In the event of any conflict between the terms and conditions contained herein and those in any Bid submission, or the final contract between FPUA and the awarded entity (if any), the following order of preference shall apply: the terms of the Contract shall take precedence and control, followed by the terms contained herein, and then the terms and conditions in the Bid submission, purchase order, ordering document or other form provided by the awarded entity. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with the requirements may be rejected at the option of FPUA.

Any bids received after the designated time and date may be returned unopened.

2. ADDENDUM

Should revisions to the Bid Documents become necessary, FPUA will post any addendum(s) to www.DemandStar.com, and will provide a written addendum to all Bidders who received a bid package from FPUA's Department of Finance. Bidders who obtain Bid Documents from other sources must officially register with FPUA's Department of Finance in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause their bid to be rejected as non-responsive if they have failed to submit a bid without an addendum acknowledgment for the most current addendum.

To register, please email PurchasingManager@fpu.com with the contact's name, email address (if not the person sending), telephone number, full company name and mailing address. Please reference the Bid No. for which you are registering.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact FPUA in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

3. DELAYS

FPUA, at its sole discretion, may delay the scheduled due dates if it is to the advantage of FPUA to do so. FPUA will notify bidders of all changes in scheduled due dates by written addendum.

4. REGISTRATION WITH THE FLORIDA DEPARTMENT OF STATE

In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Bidder shall be registered with the Florida Department of State, Division of Corporations.

5. NO BID

If not submitting a bid, please respond by returning only the Bidder Acknowledgment form, marking it "No Bid," and give the reason in the space provided.

6. BID OPENING

The bid opening shall be public, at the address, date, and time specified on the "Invitation to Bid and Bidder Acknowledgment" cover sheet. The bid time shall be scrupulously observed. **Bids delivered after the time specified may be returned unopened.** The time/date stamp clock located in Customer Service, or written date, time and initial of FPUA staff, shall serve as the official authority to determine lateness of any bid. It is the Bidder's sole responsibility to assure that his/her bid is complete and delivered at the proper time and place indicated in the bid document. **Offers by e-mail, facsimile, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids.** Bid tabulations will be furnished on the web site: <http://www.fpu.com>.

7. TAXES

FPUA is exempt from Federal Excise and State and local sales and use taxes on direct purchases of tangible personal property. The FPUA exemption number is on the face of all Purchase Orders. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Bidder. Vendors or contractors doing business with FPUA shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with FPUA. This exemption does not apply to purchases of tangible personal property in the performance of contracts for FPUA.

8. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

9. PRICING

All Bid prices must remain firm through the end of the initial contract period as indicated by Section 9 of any attached DRAFT contract. If a contract is not required, all Bid prices must remain firm for 90 days from the Bid Opening in the event of a single purchase, and for 1 year from Bid Opening in the event of an annual Blanket Purchase Order.

10. QUANTITIES

The quantity reflected on the Bid Response form is a good faith estimate based on previous and/or anticipated usage. FPUA reserves the right to purchase more or less than that quantity estimated to conform to the actual need.

11. MISTAKES

Bidders are expected to examine the specifications and scope of work, delivery requirements, bid prices, extensions and all instructions pertaining to the Bid. **FAILURE TO DO SO WILL BE AT THE BIDDER'S RISK.** Written-out amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Changes to Bids must be initialed in ink by the Bidder.

12. AWARD

As the best interest of FPUA may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until FPUA has entered into a contract or issued a Purchase Order.

13. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided on the Invitation to Bid and Bidder Acknowledgment and on the Bid Response Form. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into the specifications and scope of work, the contract, or the Purchase Order document. Delivery shall be to the location specified in the bid specifications and scope of work.

14. CONTRACTUAL AGREEMENT AND/OR PURCHASE ORDER

Upon award, the successful Bidder shall sign a contract with FPUA. One or more purchase orders will be issued to the successful Bidder according to the term specified within Section IV.

The terms, conditions, and provisions in this RFP shall be included and incorporated in

any final contract or purchase order. In the event of a conflict between the terms of the final contract or purchase orders(s) issued and any other documents related to this solicitation, the order of precedence shall be: the contract, RFP documents issued by FPUA, the awarded Bidder's submission, and purchase order(s) issued, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to Florida law without reference to any conflict of laws principals. Venue for any action related to this solicitation and the contract or purchase order(s) issued shall be in the State or Federal Courts located in Fort Pierce, Florida.

15. NO ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications and scope of work, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this.

16. INTERPRETATION OF INVITATION TO BID

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of FPUA in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by FPUA at least seven (7) days prior to the Bid Opening. Inquiries shall be made in accordance with Section IV – Special Terms and Conditions and Additional Instructions to Bidders. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

FPUA will record its responses to inquiries and any supplemental instructions in the form of a written addendum. FPUA will post any addendum(s) to www.DemandStar.com and will send a written addendum to all Bidders who requested a bid directly from the FPUA Department of Finance. All Bidders should contact FPUA at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. FPUA shall not be responsible for providing said addendum to Bidders who receive bid packages from other sources unless Bidder has registered with FPUA in accordance with Section 2.

17. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or Purchase Order issued pursuant to this Invitation to Bid shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or Purchase Order document, and to be submitted to the Department of Finance at the address as stipulated on the Purchase Order, Fort Pierce Utilities Authority, ATT: Accounts Payable, PO Box 3191, Fort Pierce, Florida 34948-3191 or send to AP@FPUA.com.
- b. All invoices submitted shall clearly reference the Purchase Order number; provide a sufficient salient description to identify the goods or services for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated FPUA employee or authorized agent; be clearly marked as “partial”, “complete”, or “final” invoice. FPUA will accept partial deliveries unless otherwise specified in the contract or Purchase Order document.
- c. Contractor shall be paid by FPUA in the following manner: (weekly, monthly, per job, per delivery, etc.) and in accordance with the Local Government Prompt Payment Act, sections 218.70-79, Florida Statutes. The calculations shall begin using the date the invoice was received.

18. ASSIGNMENT

Any Purchase Order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of FPUA, through the Department of Finance.

19. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage and provide Certificate(s) of Insurance reflecting the minimum amounts and conditions specified in Section III – Required Limits of Insurance, and/or Section IV – Special Terms and Conditions and Additional Instructions to Bidders. In the event the Bidder is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder’s insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

20. CONFLICT OF INTEREST

All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of FPUA. All Bidders must disclose the name of any FPUA employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder’s firm or any of its branches.

21. LEGAL REQUIREMENTS

Bidders are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

22. BIDDER'S REPRESENTATION

A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certifies by submission of this Bid.

23. BIDDER'S SITE INSPECTION

FPUA reserves the right to inspect the Bidder's facilities prior to award and at any reasonable time during the contract period, during normal working hours, with prior notice to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

24. BUSINESS TAX RECEIPT/OCCUPATIONAL LICENSE

Bidders may be asked to provide a copy of a valid Business Tax Receipt/Occupational License from their jurisdiction with their bid submittal. In addition, building contractors, when required by law, must provide a copy of their Fort Pierce and/or St. Lucie County Certificate of Competency.

25. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

Bidders are required to return a completed W-9 Taxpayer Identification Form with the Bid Response Form. The complete form, including instructions, is located at:

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

26. DRUG-FREE WORKPLACE (DFW)

Preference shall be given to businesses with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by FPUA for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

27. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in FPUA procurement process may contact the Purchasing Manager for information and assistance.

28. EEO STATEMENT

FPUA is committed to equal opportunity in the solicitation and award of bids and contracts, and does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, age or national origin. FPUA complies with all laws related to equal opportunity of employment and non-discrimination. The Contractor agrees that during its performance of the contract it will not discriminate against any employee or applicant for employment based on race, color, religion, sex, sexual orientation, gender identity, age or natural origin.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the awarded Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder. Inability or unwillingness to comply may be cause for withdrawal of a successful award.

30. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Department of Finance at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. FPUA reserves the right to accept such alteration or to cancel the contract or Purchase Order at no further expense to FPUA.

31. PATENTS AND ROYALTIES

The Bidder, without exemption, shall indemnify and save harmless, FPUA, its employees and/or any of the FPUA Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such claim is made or is pending, the Bidder may, at its option and expense, procure for FPUA the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, FPUA agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

32. ADVERTISING

In submitting a bid, Bidder agrees not to use the results thereof as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within FPUA.

33. DISQUALIFICATION OF BIDDER

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids may be rejected if there is reason to believe that collusion exists between Bidder's bids in which the prices obviously are unbalanced.

34. NO ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless the conditions, specifications and scope of work of this bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by FPUA's Department of Finance. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

35. DISPUTES

Any Bidder who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from FPUA.

36. PUBLIC RECORDS

Upon award recommendation or ten days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders who do not wish information they provide to become public record, must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

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 PUBLICRECORDS@FPUA.COM, (772) 466-1600, OR PO BOX 3191, FORT PIERCE, FL 34948-3191.

To the extent the Contract includes providing services and acting on behalf of a FPUA as provided under section 119.011(2), Florida Statutes, the Contractor agrees to comply with Florida Public Records Law, Chapter 119, Florida Statutes, and shall:

- 1) Keep and maintain public records required by FPUA to perform the service;
- 2) Upon request from FPUA's custodian of public records, provide FPUA 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 or as otherwise provided by law;
- 3) 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 FPUA;
- 4) Upon completion of the Contract, transfer, at no cost to FPUA, all public records in possession of the company or keep and maintain public records required by FPUA to perform the service. If all public records are transferred to FPUA upon completion of the contract Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor maintains public records upon completion of the contract, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to FPUA upon request in a format compatible with FPUA's information technology systems.

37. TRADE SECRET AND CONFIDENTIAL MATERIAL

In accordance with Florida Statutes, including section 119.01 (Public Records) and 815.045 (Trade Secret Information), if Contractor considers any information related to its bid, proposal, or the services to be provided to FPUA, to be a trade secret or confidential material under Florida or federal law(s), Contractor shall designate such portions of the material by clearly marking it CONFIDENTIAL or TRADE SECRET when it is submitted to FPUA (hereinafter Confidential Material). If FPUA receives a public records request for the Confidential Material FPUA will provide only the materials not designated confidential or trade secret. If the requester of the information asserts a right to examine the Confidential Material FPUA will notify Contractor, and Contractor shall be responsible for responding to and resolving any claims for access to the Confidential Material. If FPUA is served with a request for discovery or order related to the Confidential Material, FPUA will promptly notify Contractor, and Contractor shall be responsible for filing the appropriate motion or objection to protect its Confidential Material from disclosure.

FPUA will provide the Confidential Material only if the Contractor fails to take appropriate action to protect the Confidential Material from disclosure within the timeframe(s) established by the applicable statute, rule or order. The Contractor shall protect, defend, and indemnify FPUA against all claims, costs, fines, and attorney's fees arising from or relating to its designation of material as Confidential Material.

38. BID PREPARATION COSTS

Neither FPUA nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

39. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

40. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Florida State Department of Management Services “convicted vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$35,000) with any person or affiliate on the “convicted vendor” list for a period of thirty-six (36) months from the date that person or affiliate was placed on the “convicted vendor” list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3) (f) Florida Statutes.

41. DISCRIMINATORY VENDORS & SCRUTINIZED COMPANIES LISTS

Discriminatory Vendors List. Pursuant to Section 287.134 , Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Scrutinized Companies Lists. Pursuant to Section 287.135, Florida Statutes, a company is ineligible and may not bid on, submit a proposal, or enter into or renew a contract with an agency or local governmental entity, and FPUA is prohibited from contracting or renewing contracts for goods or services: (1) for any amount with a company that is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engaged in a boycott of Israel; (2) for \$1,000,000 or more with a company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, created pursuant to Section 215.473; or (3) is engaged in business operations in Cuba or Syria. By submitting a response to this solicitation, the company certifies that it is not on any of the above referenced lists, is not engaged in a boycott of Israel, and is not engaged in business operations in Cuba or Syria.

The company further acknowledges that FPUA may immediately terminate any contract if the company is found to have falsely certified that it is not on any of the foregoing lists, been placed on any of the foregoing lists, been engaged in a boycott of Israel, or engaged in business operations in Cuba or Syria.

42. RESPONSIBLE VENDOR DETERMINATION

Responding vendor is hereby notified that Section 287.05701, Florida Statutes, requires that the FPUA may not request documentation of, or a vendor's social, political, or ideological interests when determining if the vendor is a responsive vendor.

43. NON-COLLUSION CERTIFICATION

By submitting a bid or proposal to FPUA the individual signing the bid/proposal on behalf of the Contractor certifies that the bid/proposal is genuine, accurate and factual, and that:

1) The Contractor has not colluded, conspired or agreed directly or indirectly with any other person or entity in any way to fix the price, terms, or otherwise secure an advantage over FPUA or any person interested in the proposed contract.

2) The price of the bid/proposal was determined independently of outside consultation and was not influenced by any other company, client or contractor.

3) No company, client or contractor has been solicited to propose a fake or sham bid or proposal, or to refrain from bidding or submitting any form of noncompetitive bid, proposal or response.

4) The price of the bid/proposal has not been disclosed to any client, company or contractor, and will not be disclosed until after the formal date the subject bid or proposal is awarded by FPUA.

44. E-VERIFY REQUIRED

Pursuant to 448.095, Florida Statutes, FPUA and every Contractor and subcontractor entering into an agreement to provide labor, supplies or services to FPUA must use the E-Verify system (www.e-verify.gov) to verify the work authorization status of any newly hired employees. If a Contractor subcontracts any of the labor or services for FPUA, the subcontractor must provide the Contractor with an affidavit stating that it does not employ, contract or subcontract with any person not authorized to work in the United States. The contractor must keep a copy of the affidavit on file for the duration of the contract. If FPUA or any Contractor or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly employed, hired, or recruited an unauthorized alien for public or private employment, it must terminate the contract with that person or entity. Pursuant to 448.095 a contract terminated under this provision is not a breach of contract.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, ADDITIONAL INSTRUCTIONS, SPECIFICATIONS AND SCOPE OF WORK ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II – SPECIAL TERMS AND CONDITIONS – LOCAL VENDOR PREFERENCE

1. DEFINITION

“Local Business” shall mean a business which meets the following criteria:

1.1 Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least six (6) months immediately prior to the issuance of the request for competitive bids by Fort Pierce Utilities Authority (FPUA). The fixed office or distribution point must be staffed and have a valid business tax receipt(s) issued by the appropriate municipality and/or county at least six (6) months prior to bid. Post office boxes are not verifiable and shall not be used for the purpose of establishing physical address; and

1.2 Holds any contractor’s Certificate(s) of Competency, as required by the City of Fort Pierce and/or St. Lucie County; and

1.3 Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venture submitting an offer in conjunction with other business(s).

2. CERTIFICATION

Any vendor claiming to be a local business as defined by Section 1 above shall so certify in writing to the FPUA Department of Finance by completing and including the Certification Statement-Local Vendor Preference form with the Bid submission; see SECTION VI-FORMS. The certification shall provide all necessary information to meet the requirements of Section 1 above. The Department of Finance shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a “local business.”

3. NON-LOCAL BUSINESS

“Non-local business” means a bidder which is not a local business.

3.1 Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, FPUA will give preference to local businesses as outlined below in Section 4.

4. COMPETITIVE BID (SECOND CHANCE OFFER)

4.1 Each formal competitive bid solicitation (i.e., sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. A **Second Chance Offer** will be offered to the lowest bidders if the non-local and the lowest local bidder(s) are within 5% of the lowest total price by a non-local bidder. Each of those bidders will be given the opportunity to resubmit a “second chance” bid price. Once the bids have been received by the Department of Finance, a recommendation for award will be made with the new bid prices. If the local bidder does not resubmit a “second chance” bid price, declines, or is not the lowest bid price, then award will be made to the lowest overall qualified and responsive bidder. If **ALL** bids made by “second chance” bidders are higher than the original low bid, then award will be made to the original low overall qualified and responsive responsible bidder.

4.2 In the event a bidder is awarded a contract pursuant to this section, all requests for change orders must be approved by the FPUA Board.

5. CONSTRUCTION PROJECTS

5.1 OPTION 1: NON-LOCAL CONTRACTORS for construction projects that use a minimum of 60% of the dollar value of the project for local sub-contractors and material suppliers which meet the definition of a “Local Business” defined in Section 1 would qualify as a “Local Business”.

5.2 OPTION 2: NON-LOCAL CONTRACTORS that employ more than 30% minority employees and a minimum of 60% employees whose primary residence is within the boundaries of St. Lucie County would qualify as a “Local Business”.

6. PREFERENCE FOR INVITATION TO BID (ITB)

In purchasing of, or letting of contracts for procurement of personal property, materials, contractual services, and construction of improvements to real property or existing structures for which an ITB is developed with evaluation criteria, the locality rating evaluation score shall be assigned as follows:

LOCATION	RATING
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie)	20
Satellite office within the four counties (Martin, Okeechobee, Indian River, St. Lucie)	15
Office located in State of Florida	10
Office located outside of Florida	0
Proposing firms can only receive a score from one of the above categories	

7. NOTICE

Bid documents shall include notice to vendors of the local preference policy.

8. WAIVER OF APPLICATION OF LOCAL PREFERENCE

The application of Local Preference to a particular purchase or contract for which FPUA is the awarding authority may be waived upon approval of the FPUA Board.

9. COMPARISON OF QUALIFICATIONS

The preference established herein in no way prohibits the right of the FPUA Board to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the FPUA Board from giving any further preference permitted by law in addition to or instead of the preference granted herein.

10. RECIPROCITY

In the event any other Florida county or municipality ("local government") deemed appropriate by FPUA extends preferences to local businesses, FPUA may enter into an interlocal agreement with such local government wherein the preferences of this section may be extended and made available to vendors that have a valid business tax receipt issued by the specific local government to do business in that local government that authorizes the vendor to provide the commodities and services to be purchased, and a physical business address located within the limits of that local government. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address. Vendors must also be authorized to do business in the City of Fort Pierce and St. Lucie County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as a "local business" under this section. In no event shall the amount of the preference accorded other local government firms exceed the amount of preference that such local government extends to City of Fort Pierce firms competing for its contracts.

SECTION III – REQUIRED LIMITS OF INSURANCE

TYPE II

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Fort Pierce Utilities Authority (FPUA), the types and amounts of insurance conforming to the minimum requirements set forth herein.

Workers' Compensation/Employers' Liability - Such insurance shall be no more restrictive than that provided by the Florida Workers Compensation Act. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against FPUA, and its board members, officials, officers and employees.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$100,000	(Each Accident)
	\$100,000	(Disease-Each Employee)
	\$500,000	(Disease-Policy Limit)

Commercial General Liability - The limits are to be applicable only to work performed under the Contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy. FPUA and FPUA's board members, officials, officers and employees shall be included as "Additional Insureds" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors).

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence	\$ 500,000
Personal and Advertising Injury	\$ 500,000
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed

Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without restrictive endorsements other than mandatory endorsements under an ISO filing.

Automobile Liability - Such insurance shall cover all owned, non-owned, and hired autos used in connection with the performance of the work, and shall not be subject to any aggregate limit.

The minimum limits (inclusive of any amount provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000
---	-----------

Property Insurance - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall be provided on an all risk basis. The minimum amount of insurance shall be 100% of the installed replacement value of the installation.

Miscellaneous Provisions – The insurance provided by Contractor shall apply on a primary and non-contributory basis to any insurance or self-insurance maintained by FPUA. Any insurance, or self-insurance, maintained by FPUA shall be excess of the insurance provided by Contractor.

The insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, FPUA may permit the application of a deductible or permit Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Contractor shall pay on behalf of FPUA or FPUA's board members, officials, officers and employees any deductible or self-insured retention applicable to a claim.

Compliance with these insurance requirements shall not limit the liability of Contractor or the remedies available to FPUA under this Agreement or otherwise. If Contractor obtains insurance with higher limits than the requirements herein, those higher limits shall apply.

Evidence of Insurance – Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to FPUA has been provided and approved by FPUA. **An appropriate Certificate of Insurance (identifying the project) signed by an authorized representative of the insurer(s), with copies of the actual additional insured endorsement and notice of cancellation endorsement as issued on the policies, shall be satisfactory evidence of insurance.** With respect to Property Insurance, Contractor shall provide a Certificate of Property Insurance form or other evidence satisfactory to FPUA.

Until such insurance is no longer required by this Agreement, Contractor shall provide FPUA with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. Contractor shall, within thirty (30) days of a written request from

FPUA, provide FPUA with a certified copy of the policy or policies providing the coverage required herein. Contractor or its agent may redact or omit provisions of the policy that are not relevant to the insurance required herein.

Policies shall be endorsed to provide FPUA with 30 days' notice of cancellation.

Certificates of Insurance must be completed as follows:

Additional Insured:

Fort Pierce Utilities Authority and its board members, officials, officers and employees

Certificate Holder

Fort Pierce Utilities Authority

Attn: Risk Management

PO Box 3191

Fort Pierce FL 34948-3191

Certificates may be emailed to: risk@fpu.com

(Rev. 02/2019)

SECTION IV – SPECIAL TERMS AND CONDITIONS AND ADDITIONAL INSTRUCTIONS TO BIDDERS

1. ISSUANCE OF INVITATION TO BID (ITB)

ITB documents shall be publicly advertised in the local newspaper and shall also be posted to www.DemandStar.com and www.FPUA.com.

2. DEFINITIONS

TERM	DEFINITION
Bid and Proposal	Words such as “bid” and “proposal” are interchangeable in reference to all offers submitted by prospective proposers.
Bidder, Proposer, Vendor, Firm, Contractor	Words such as “Bidder”, “Proposer”, “Vendor”, “Firm” and “Contractor” are interchangeable in reference to all offers submitted by prospective proposers.
Product(s) and Materials(s)	Words such as “product” and “material” are interchangeable in reference to all offers submitted by prospective proposers.
May	Indicates something that is not mandatory but permissible.
Shall/Must/Will/Required	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, FPUA may, at its sole discretion, ask the Proposer to provide the information or evaluate the proposal without the information.

3. PAYMENT AND PERFORMANCE BOND REQUIREMENTS

No bonds are required.

4. PRE-BID CONFERENCE

No Pre-Bid conference is planned.

5. CONTACT PROHIBITION

All prospective bidders are hereby instructed not to contact any member of Fort Pierce Utilities Authority or FPUA staff member other than the Purchasing Program Manager identified in this Solicitation, or their designated Procurement staff member, regarding this solicitation package, or their submittal package, FPUA's Intent to Award, or FPUA's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact shall be cause for rejection of your submittal.

6. QUESTIONS AND ADDENDA

Any questions regarding this ITB shall be *submitted in writing* via e-mail to the Purchasing Manager by the deadline stated herein at PurchasingManager@fpu.com. FPUA shall not be responsible for interpretations given by any other FPUA employee or representatives. A list of all questions received by FPUA and subsequent FPUA answers shall be distributed to all bidders and shall also be posted to www.DemandStar.com and www.fpu.com.

- Responding Bidders are expected to raise any questions, exceptions, or additions they have concerning the RFP document. If a respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the Purchasing Program Manager of such error in writing, via e-mail, and request modification or clarification of the ITB document.
- Any oral instructions given are not binding.
- FPUA will not respond to oral inquiries.
- It shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging same, and incorporating them into their bid submission.

Other than provided for in this ITB, any contact with any other FPUA staff or consultants, from the date of issuance of this bid until the final selection, regarding this ITB, may be grounds for disqualification from the ITB process.

7. EXECUTION OF BID

The Invitation to Bid and Bidder Acknowledgment cover sheet as well as the Bid Response Form should contain a manual signature, in ink, of an authorized representative registered with the Florida Department of State (or of someone authorized by such a person via affidavit or corporate resolution), who has the legal ability to bind the Bidder in contractual obligations. If signed by someone not listed as a company officer, then a copy of the affidavit or resolution giving contracting signature authority to the signer must be forwarded with the Bid. The names of authorized representatives are listed on the website <http://www.sunbiz.org>. **FAILURE TO PROPERLY SIGN THE BID MAY INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AN AWARD.**

Bids must be typed or legibly printed in ink. All changes made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions, specifications and scope of work cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by the Bidder and attached to the bid submission document.

8. DOCUMENT SUBMISSION

Bidders shall submit:

- **one (1) complete "hardcopy" set – labeled a "Original"**
- **one (1) complete "flash-drive" set - labeled as "Copy", preferred, second "hardcopy" may be substituted for "Flash-Drive"**

of their bid complete with all supporting documentation. Clearly mark each set as either "ORIGINAL" or "COPY".

The face of the envelope/box should contain the Bidder's name, return address, the date and time of bid opening, the bid number and title. The bid package may be delivered or mailed. If the bid package is being mailed, the package exterior must also contain the Bidder's name, return address, the date and time of bid opening, the bid number and title.

Bidder shall affix sealed bid label provided to outside of envelope/box.

- | | | |
|----------------------------------|----|----------------------------------|
| • <u>Deliver to:</u> | Or | <u>Mail to:</u> |
| Purchasing Manager | | Purchasing Manager |
| Fort Pierce Utilities Authority | | Fort Pierce Utilities Authority |
| 206 South 6 th Street | | 206 South 6 th Street |
| Fort Pierce, FL 34950 | | Fort Pierce, FL 34950 |

When common carrier, such as USPS, FedEx, or any other delivery service is used, vendor should clearly label the carriers' packaging

9. MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may correct, modify, or withdraw a Bid by written notice received by FPUA prior to the date and time set for the Bid opening.

- Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No.____."
- Each modification must be numbered in sequence and must reference the original ITB.
- After the Bid opening, a Bid may not change any provision of the Bid in a manner prejudicial to the interests of FPUA or fair competition.
- Minor informalities will be waived, or the Bidder may be allowed to correct them.
- If a mistake in the intended bid is clearly evident on the face of the Bid document, the mistake shall be corrected to reflect the intended correct Bid, and the Bidder shall be notified in writing; the Bidder may not withdraw the Bid.
- A Bidder may withdraw a Bid if a mistake is clearly evident on the face of the Bid document, but the intended correct Bid is not similarly evident.

10. BID SUBMITTAL FORMAT

Document should be submitted in the following manner:

- “single-sided”, unless otherwise requested by FPUA
- Typed
- **All documents requested in SECTION V- SPECIFICATIONS AND SCOPE OF WORK – ITEM NO. 7 –REQUIRED SUBMISSION FORMS AND OTHER REQUIRED DOCUMENTS must be submitted, unless otherwise indicated.** Failure to submit Failure to submit all required information may result in a lowered evaluation score, therefore, at FPUA’s discretion FPUA may reject bids that are substantially incomplete or lack key information.
- Emphasis should be placed on completeness and clarity.
- All corrections to the bids must be initialed.
- Presented in an easily unbound binder apparatus or binder clip (FPUA preferred) – **NO STAPLES, please.**

11. PERFORMANCE

Failure on the part of the bidder to comply with the conditions, terms, specifications, and requirements of this ITB shall be just cause for the cancellation of an acceptance and award of bid.

12. SEALED BIDS DUE DATE DEADLINE

Sealed Bid Submission is due no later than **11:00 AM, Thursday, February 20, 2025 EST**, to Fort Pierce Utilities Authority’s (FPUA), per delivery address indicated on the Invitation to Bid and Bidder Acknowledgement and Label provided.

When common carrier, such as USPS or FedEx, or other delivery service is used, vendor should clearly label the carriers’ packaging, as per SECTION 1 – General Terms and Instructions to bidders.

13. BID OPENING EVENT

All Bidders are invited to attend a **non-mandatory** “public recording of sealed bids”, via www.Zoom.us, on the date which is also provided on the Invitation to Bid (ITB) Bidder Acknowledgment cover sheet.

Bid Opening and receipt recording Event is scheduled for **11:30 AM, Thursday, February 20, 2025 EST**, to be conducted **via www.Zoom.us**. Bidders may join the event at the following address on your computer:

<https://zoom.us/j/97866393873?pwd=JIMZqaEOhCbAv8bIDz7BZjILbasLz.1>

- Follow the prompts on screen Meeting ID number: **978 6639 3873**
- Passcode: **611714**
- Follow the prompts on screen Need help? Go to <https://zoom.us>

Public recording shall include the name of the bidder, price and/or other pertinent information and a sign-in sheet for those that attended. At this time, there shall be no questions taken from those in attendance and questions or inquiries regarding the bids submitted shall not be addressed during this process. This recorded Bid Tabulation document shall be posted to the "Public", shortly thereafter, via postings to www.DemandStar.com.

14. ADMINISTRATIVE REVIEW BASED ON PASS/FAIL CRITERIA

Bids will be reviewed initially, on a PASS/FAIL determination, where indicated; to verify that mandatory requirements are met. Failure to meet mandatory requirements may result in rejection of the Bid.

Award shall be made to the responsible bidder with the lowest responsive bid as reviewed and evaluated according to legal preferences as follows: overall costs and compliance with specifications.

15. SELECTION

- Only one (1) vendor shall be selected.

16. CONTRACT

Upon award, the successful Bidder(s) shall sign a contract with FPUA. Services to be performed under contract shall commence for the period described below, and upon written notice of award. A draft sample copy of contract is available upon request.

A contract shall not exist until approved by the appropriate levels of FPUA authority and properly executed. The ITB shall be included in and be made part of the final award and contract.

17. FEMA ADDENDUM to FPUA GENERAL TERMS AND CONSITIONS for FEMA REQUIRED CONTRACT PROVISIONS, if applicable. – *This ITB does not require FEMA Addendum.*

The FEMA Addendum contract provisions apply to any and all purchases of services or equipment that is subject to funding or reimbursement through the Federal Emergency Management Agency (FEMA). See *Attachment E* for FEMA Addendum document.

Awarded contractor to comply to all requirements of the FEMA Addendum once a declaration of emergency has been declared, contractor to coordinate with FPUA Staff before using "Storm" rates.

18. TERM AND RENEWAL OPTIONS

The initial term of this Agreement shall commence immediately upon TBD and terminate five (5) years therefrom, unless otherwise terminated earlier as provided in contract or extended by mutual written agreement of both parties. Prices, terms and conditions shall remain firm for the initial first year (12 months) of this agreement, with yearly increases allowed after the first 12-months, but shall not exceed +-3% based on the most recently published Consumer Price Index (CPI) All Urban Index each annual period. This agreement will remain in effect in the event of a natural disaster, pandemic or other emergency event(s).

Awarded contractor is encouraged to enroll in FPUA's e-payables program, documents shall be provided by FPUA during contract negotiations.

19. NOTICE OF INTENT TO AWARD

A public Notice of Intent to Award shall be posted to www.DemandStar.com. The notice shall include:

- The awarded contractor(s).

20. INQUIRIES/QUESTIONS

All inquiries shall be made in writing and addressed as follows, to:

Nancy J. Palka, Purchasing Program Manager
Purchasing and Supply Chain Management
Fort Pierce Utilities Authority
P.O. Box 3191
Fort Pierce, FL 34948-3191
Email: PurchasingManager@fpua.com, preferred.
Fax: (772) 467-2504

Inquiries should be made prior to seven (7) calendar days of the bid opening date.

SECTION V – SPECIFICATIONS AND SCOPE OF WORK

1. WORK OBJECTIVE

Fort Pierce Utilities Authority (FPUA) Water Treatment Plant (WTP), located at 715 S 25th Street, Fort Pierce, Florida; produces wet lime residuals (approximately 40% to 50% solids) during its water softening process. These wet lime residuals are primarily composed of calcium carbonate (> 93%). FPUA is requesting bids from contractors interested in signing a Contract to provide for the annual removal of up to 15,000 tons of wet lime residuals from the WTP.

2. CONTRACTOR SITE INSPECTIONS AND EVALUATIONS

FPUA reserves the right to inspect the Contractor's approved disposal site prior to award, or at any reasonable time throughout the contract term.

3. FPUA DUTIES

- FPUA operator(s) or other designate shall pump wet lime residual into tanker/truck.
- Wet lime residual is pumped into the top of the tanker truck.
 - HAULER shall not be required to provide equipment to remove lime from FPUA storage areas.
- FPUA cannot stockpile lime on site to allow it to dewater further.

4. SCOPE OF WORK

The Fort Pierce Utilities Authority will hereafter be referred to as FPUA.

Contractor, hereafter referred to as the HAULER, shall meet the following conditions:

1. HAULER shall provide for removing and transporting wet lime residuals from FPUA's WTP.
 - Due to ongoing maintenance or water demands it is possible for three (3) to four (4) loads on some days.
2. HAULER shall truck wet lime residuals made available for trucking from FPUA's WTP Thickener Tank to an approved disposal area.
 - HAULER shall provide equipment for hauling of the wet lime residuals.
 - Current HAULER uses a tanker truck.
 - FPUA requires that the wet lime residuals be hauled away as soon as it is removed from the storage areas.

2. HAULER agrees to provide documentation for an approved disposal site in compliance with all environmental rules and regulations pertaining to stockpiling and/or storage and use of wet lime residuals.
 - a. HAULER is responsible for location of dumping/disposal site.
 - i. HAULER is responsible for wet lime residuals once it is loaded on HAULER truck.
 - ii. Documentation of disposal location site may be requested by FPUA during the term of the contract.
 - b. HAULER is responsible for any and all dumping/disposal fees.
4. HAULER agrees to take title of all the wet lime residuals that the HAULER removes from FPUA's WTP upon leaving the WTP property.
5. HAULER agrees to be responsible for any on site and all roadway spills and or cleanup required during the loading, transportation, and subsequent use of the wet lime residuals by the HAULER's trucks.
6. HAULER shall provide for properly licensed/certified equipment Operators to operate the HAULER'S equipment.
7. HAULER shall agree to carry the required limits of insurance, so as to protect FPUA from any claim of damage arising from the services provided by the HAULER to FPUA, or any subsequent use that the HAULER makes of the wet lime residuals.
8. HAULER agrees to, routinely, remove and haul one (1) or two (2) full tanker truckloads (approximately 6,000 gallons or 26 tons/load) per day, Monday through Friday of wet lime residuals from the WTP.
 - This amount could be higher or lower to conform to the needs of the WTP.
 - HAULER will be given adequate notice, from the WTP Superintendent (or his designee), of any required changes to the normal hauling schedule.
9. Each tanker load shall be weighed via a recognized State of Florida Department of Transportation (FDOT) annually certified weigh station.
 - A. Each tanker load is to be identified by a separate hauling ticket which will include:
 - a. Gross weight
 - b. Empty weight
 - c. Net weight (i.e., weight of the load of residuals)
 - d. Date from the FDOT certified weigh station, described above.
 - B. Each hauling ticket shall also include Contractor Haulers:
 - a. Name
 - b. Address
 - c. Phone number and/or Cell number
 - d. Driver's name (printed)
 - e. Driver's signature

- f. Truck time in/out of WTP per load
 - g. Disposal location
 - h. Hauling ticket number
 - i. FPUA's operator or other FPUA assigned designates, signature
10. HAULER agrees that if the conditions listed in this Invitation to Bid (ITB) SOW are not satisfactorily carried out, as deemed so by the WTP Superintendent, the Agreement/Contract can be canceled after thirty (30) days of the HAULER being notified in writing of such.
11. HAULER may request a site visit. HAULER must contact FPUA superintendent to set-up a time for a scheduled visit. **No walk-ins are allowed.**
- In order to schedule a site-visit the HAULER must contact:
Water Resource Superintendent at 772-466-1600 Ext 4515

5. JOBSITE LOCATION

The jobsite location shall be:

**Fort Pierce Utilities Authority
Water Treatment Plant (WTP)**
715 South 25th Street
Fort Pierce, FL 34947-3618

6. JOBSITE HOURS

All work shall be performed during FPUA's normal operating hours between 7:00 AM and 3:00 PM, Monday through Friday. FPUA Operations Supervisor shall contact Contractor when additional pickups or emergency pickups are needed.

7. REQUIRED SUBMISSION FORMS AND OTHER REQUIRED DOCUMENTS

The following **documents are required to be provided** (unless otherwise indicated on Bidder's Submittal Checklist) by the vendor for submission and will be Administratively reviewed with a PASS/FAIL to determine that all criteria have been met.

A. **Invitation to Bid and Bidder Acknowledgment – must be signed (PASS/FAIL)**

This is the documents' first page (cover page).

B. **All Bid Addendum(s) – must be signed (PASS/FAIL)**

Provide all Addendum(s), when issued.

C. Bidder's Submittal Checklist – should be signed

The Bidder's Submittal Checklist includes all of the documents that must be provided, with signature(s) when specified, with the exception(s) of those labeled as "Non-Mandatory" and/or "optional" in order for the Bid Response to be fully compliant.

D. Letter of Understanding – must be signed (PASS/FAIL)

Bidders shall submit a Letter of Transmittal with their proposal. This letter should summarize in a brief and concise manner that the Bidder understands the Scope of Work and will make a positive commitment to the delivery timetable. An official authorized to negotiate for the Bidder must sign the Letter of Transmittal.

E. Registration with State of Florida Department of State

Bidder should supply a copy of their company's State of Florida Annual Report, go to www.sunbiz.org, for copy, *if applicable*.

- In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Bidder shall be registered with the Florida Department of State, Division of Corporations.

F. Proof of Insurance – "proof copy" (PASS/FAIL)

Bidder shall submit a Certificate of Insurance (photocopy acceptable) indicating proof of bidder's current coverages (current policy), see SECTION III – REQUIRED LIMITS OF INSURANCE.

- If bidder does not carry the required insurance(s), a letter from its insurance agent/broker attesting that the bidder, if awarded the project, can obtain such insurance.
- Awarded bidder shall also provide to FPUA proof of Insurance for all Sub-contractor(s), if applicable.
- The bidder must be the policy holder for all insurance coverage to be provided by the successful bidder.
- Automobile Liability – Each Occurrence Bodily Injury and Property Damage Liability Combined maybe negotiated.

G. Qualifications/License(s) and/or Certificate(s)

- HAULER shall provide copies of certificate(s) and/or other document(s) for properly licensed/certified equipment Operators that are required in Scope of Work and/or Specifications.
- Copy of all HUALERS required State, county and local licenses shall be current, as applicable.

H. History/References/Experience – (PASS/FAIL)

Bidder shall provide a complete work history list of all past and present continuing contracts for services similar in scope performed within the last five (5) years.

- The document list should include the following:
 - Name of entity
 - Type of entity
 - Address of entity
 - Entity contact phone number(s)
 - If contract with entity was terminated early ((e.g., debarred) for safety, quality, or service issues over the past five years.
 - Failure to disclose history/references, terminations shall result in the disqualification of the Bidder.

I. BID RESPONSE FORM – must be submitted and signed – (PASS/FAIL)

Bidder to provide:

- Price per ton for hauling and disposal of wet lime residuals.
 - Price per ton should be based on FPUA's up to need of 15,000 tons of wet lime residuals, annually.
- Extended total Price.

J. IRS Form W-9 – must be signed (PASS/FAIL)– see SECTION VI FORMS

K. Local Vendor Preference-Certification Statement – must be signed (PASS/FAIL) – Not mandatory - if vendor wishes to participate, must be signed – see SECTION VI FORMS – ATTACHMENT A

L. Drug-Free Workplace Form – must be signed if submitting – *not mandatory* – see SECTION VI FORMS

M. Affidavit of Compliance with Section 287.138 and 787.06, Florida Statutes – must be signed and notarized (PASS/FAIL) – see SECTION VI FORMS

N. Non-Collusion Affidavit for Prime Bidders – must be signed (PASS/FAIL) – see SECTION VI FORMS

O. Additional Data – optional

Any additional information that the bidder considers pertinent for consideration, should be included in a separate section of the bid.

SECTION VI – FORMS



BID RESPONSE FORM

Bid Item	WET LIME RESIDUAL HAULING
-----------------	----------------------------------

Bid Number	ITB 25-17	Due Date and Time	Thursday, February 20, 2025 @ 11:00 AM EST
-------------------	------------------	--------------------------	---

The offeror agrees to furnish and deliver to the Fort Pierce Utilities Authority at the place specified, the following items or services in accordance with specifications and scope of work herein at the prices quoted below:

Quantity Up To Annually	Description	Unit Price	Total Price
15,000 TONS	Wet lime residuals removal and hauling per ton		

The Bidder hereby acknowledges receipt of the following addenda:

ADDENDUM NO.	ADDENDUM DATE

Vendor _____

Address _____

City, State, Zip Code _____

Email Address _____

Typed Name, Title _____

Signature _____ Date _____

Telephone # _____ Fax # _____

Is this business registered with the State of Florida as a minority-owned, disadvantaged business?

Yes / No

IRS FORM W-9 – TAXPAYER ID NUMBER AND CERTIFICATION

LOCAL VENDOR PREFERENCE

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>		
<input type="checkbox"/> Other (see instructions) ▶ _____		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code		Requester's name and address (optional)
7 List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Social security number <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> </div> <div style="width: 35%;"> Employer identification number <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> </div> </div>		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding</i> , later.		

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

BIDDER'S SUBMITTAL CHECKLIST

BID SUBMITTAL CHECKLIST

ITB25-17 WET LIME RESIDUAL HAULING

This Bidder' Submission Checklist includes all of the documents that must be provided, with signature(s) when specified, in order for your Bid Response to be fully compliant. It is the responsibility of each Bidder to submit all the required document(s), with the exception of those labeled as "Not-Mandatory," and to read and comply with the Invitation to Bid in its entirety. Please submit in the following order:

ITEM	DESCRIPTION	Indicate if items are included with Bid:	
		YES	NO/NA
REQUIRED DOCUMENTS:			
A	INVITATION TO BID AND BIDDER ACKNOWLEDGEMENT (COVER PAGE), <i>SIGNED</i>		
B	<u>ALL</u> BID ADDENDUM(S), WHEN ISSUED, <i>SIGNED</i>		
C	BIDDER'S SUBMITTAL CHECKLIST, <i>should be signed</i>		
D	LETTER OF UNDERSTANDING, <i>SIGNED</i>		
E	REGISTRATION WITH STATE OF FLORIDA		
F	REQUIRED PROOF OF INSURANCE		
G	PROOF OF LICENSING, IE: CONTRACTOR'S CERTIFICATE'(S), CITY, COUNTY/OPERATORS		
H	WORK HISTORY		
I	BID RESPONSE FORM, <i>SIGNED</i>		
J	IRS FORM W-9, <i>SIGNED</i>		
K	LOCAL VENDOR CERTIFICATION, <i>SIGNED - IF SUBMITTING</i> , (NOT MANDATORY)		
L	DRUG-FREE WORKPLACE, <i>SIGNED IF SUBMITTING</i> , (NOT MANDATORY)		
M	AFFIDAVITS OF COMPLIANCE 287.138 & 787.06, <i>SIGNED AND WITNESSED</i>		
M	NON-COLLUSION AFFIDVAIT, <i>SIGNED AND WITNESSED</i>		
O	AFFITIONAL DATA, <i>optional</i>		
REMINDERS:			
	PERSON WHO SIGNS THE BID PACKAGE MUST HAVE AUTHORITY TI SUBMIT A BID ON BEHALF OF THE COMPANY		
	ALL PRICES, PRICE EXTENSIONS AND TOTALS HAVE BEEN THOROUGHLY REVIEWED FOR MATHEMATICAL ACCURACY, AND ALL PRICE CORRECTIONS INITIALED		
	TWO (2) COMPLETE BID PACKAGES (ONE ORIGINAL AND ONE DIGITAL COPY) INCLUDED		
	OUTSIDE OF BID EVELOPE/BOX CLEARLY MARKED AS REQUIRED OR APPLY SUPPLIED LABEL		
When preparing all documents, be sure to use the proper company legal entity name as it is registered in the state in which you are established, followed by any DBA/fictitious name.			

Company _____ Signature _____ Date: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
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 bid, the employee will abide by the terms of the statement and will notify the employer 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 workplace 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.

Bidder's Signature: _____

Date: _____



**AFFIDAVIT
DECLARATION UNDER PENALTY OF PERJURY
287.138(4)(a) AFFIDAVIT**

Pursuant to section 287.138(4)(a), Florida Statutes, I hereby declare the following:

I, _____, an officer or authorized representative for
_____(entity name), declare that
_____(entity name) (a) is not an entity owned by the
government of a foreign country of concern; (b) is not an entity in which a government of a
foreign country of concern has a controlling interest; or (c) is not an entity organized under the
laws of or has its principal place of business in a foreign country of concern, as defined in
section 287.138, Florida Statutes.

I declare under penalty of perjury that the foregoing statements are true and correct.

Signature

Name

Title

The foregoing Affidavit was acknowledged before me by means of [☐] physical presence or
[☐] online notarization, this ____ day of _____, 20____, by
_____, who is either (a) _____ personally known to
me, or (b) _____ has produced _____ as identification.

NOTARY SEAL

Notary Signature

Printed Name of Notary

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS



**AFFIDAVIT
DECLARATION UNDER PENALTY OF PERJURY
787.06(13) AFFIDAVIT**

Pursuant to section 787.06(13), Florida Statutes, I hereby declare the following:

I, _____, an officer or authorized representative for
_____ (entity name), declare that
_____ (entity name) does not use coercion for labor or
services as defined in section 787.06, Florida Statutes.

I declare under penalty of perjury that the foregoing statements are true and correct.

Signature

Name

Title

The foregoing Affidavit was acknowledged before me by means of [] physical presence or
[] online notarization, this ____ day of _____, 20____, by
_____, who is either (a) _____ personally known to
me, or (b) _____ has produced _____ as identification.

NOTARY SEAL

Notary Signature

Printed Name of Notary

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS



AFFIDAVIT
DECLARATION UNDER PENALTY OF PERJURY
FORM OF NON-COLLUSION AFFIDAVIT FOR PRIME VENDORS

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed directly or indirectly with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other Bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the **Fort Pierce Utilities Authority**, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Company/Firm Name)

By: _____

Title: _____

The foregoing Affidavit was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____, who is either (a) ____ personally known to me, or (b) ____ has produced _____ as identification.

NOTARY SEAL

Notary Signature

Printed Name of Notary

NOTE: THIS FORM MUST BE SUBMITTED WITH BID DOCUMENTS

ATTACHMENT A



**CERTIFICATION STATEMENT –
LOCAL VENDOR PREFERENCE**

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- 1) That my company has had a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least six (6) months prior to the issuance of the request for competitive bids or request for proposals by Fort Pierce Utilities Authority; and
- 2) That my company holds any business tax receipt(s) and contractor's Certificate(s) of Competency (if applicable) required by the City of Fort Pierce and/or St. Lucie County.
- 3) That my company is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venture submitting an offer in conjunction with other businesses.
- 4) Attached is a copy of my company's business tax receipt(s) and any required Certificate(s) of Competency.

Company Name: _____

Address: _____

Owner's Name: _____

Owner's Signature: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and copy(s) of your local business tax receipt(s) and Certificate(s) of Competency, as applicable, must be submitted with your bona fide Bid/RFP package.

FOR FPUA DEPARTMENT OF FINANCE ONLY – DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the Department of Finance:

Vendor certified by: _____ Date: _____
(Authorized Signature)