

RESOLUTION NO. 2023 - 110

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 23-36 AND TO ISSUE A PURCHASE ORDER FOR THE PURCHASE OF RECLAIMED WATERMAIN AND FORCEMAIN PIPE FOR CR2209.

RECITALS

WHEREAS, the awarded firm shall provide reclaimed watermain and forcemain pipe for CR2209; and

WHEREAS, through the County's formal Bid process, Isco Industries, Inc. was the lowest, responsive, responsible bidder to provide items in accordance with Bid No: 23-36; and

WHEREAS, the County finds that said purchase serves a public purpose; and

WHEREAS, the purchase has been budgeted by SJC Utility Department.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 23-36 to Isco Industries, Inc., as the lowest, responsive, responsible bidder to provide reclaimed watermain and forcemain pipe.

Section 3. The County Administrator, or designee, is further authorized to execute and issue a purchase order to Isco Industries, Inc., for a total purchase price of \$621,234.00, to provide the reclaimed watermain and forcemain pipe as specifically provided in Bid No 23-36.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 4th day of April, 2023.

ATTEST: Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller  
By: Crystal Smith  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA  
By: Christian Whitehurst  
Christian Whitehurst, Chair

Rendition Date APR 04 2023





## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

February 28, 2023

#### **Bid No: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**

St. Johns County hereby issues this Notice of Intent to Award Isco Industries, Inc. as the lowest, responsive, responsible Bidder under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Mark Rinberger, Procurement Coordinator, via email at [mrinberger@sjcfl.us](mailto:mrinberger@sjcfl.us) or phone at (904) 209-3269.

**St. Johns County, FL  
Board of County Commissioners  
Purchasing Division**

A handwritten signature in blue ink, appearing to read "Leigh Daniels", written over a horizontal line.

Leigh Daniels, CPPB  
Purchasing Manager  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)  
(904) 209-0154 - Direct

Date: \_\_\_\_\_

A handwritten date in blue ink, "2/28/23", written over a horizontal line.



ST. JOHNS COUNTY, FL  
 BID TABULATION

OPENING DATE: 2/22/2023  
 OPENED BY: Mark Rinberger  
 VERIFIED BY: \_\_\_\_\_  
 POSTING DATE: 2/24/2023

BID NO./TITLE: 23-36 Purchase of Reclaimed Watermain and  
Forcemain for CR2209

BIDDERS	Base Bid	Alternate 01	Freight				
Ferguson Waterworks	\$688,100.00	\$674,530.00	\$18,000.00				
Empire Pipe and Supply, Inc.	\$574,942.00	\$544,513.00	\$0.00	Withdraw			
Fortiline Inc. DBA Fortiline Waterworks	\$656,311.00	\$653,689.00	\$0.00				
ISCO Industries, Inc.	\$621,234.00	\$113,135.00	\$0.00	Alternate 1 bid is not complete			

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Assistant Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.

BID NO: 23-36

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 2-20-23

BID PROPOSAL OF

ISCO INDUSTRIES, INC.

Full Legal Company Name

100 WITHERSPOON ST., LOU., KY 40202 813.433.3384 STEVE.HERP@ISCO-PIPE.COM

Mailing Address

Telephone Number

Email Address

Bidders: Having become familiar with requirements of this solicitation, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 23-36 Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**, the undersigned proposes to furnish all materials, labor and equipment, delivery and all other applicable requirements to submit the following Bid Proposal summarized as follows:

**BASE BID:** The total price of items 1-4 from Attachment A "Unit Price List".

\$ 621,234.00

Amount Written in Numerals

\$ SIX HUNDRED TWENTY-ONE THOUSAND, TWO HUNDRED THIRTY-FOUR Dollars

Amount Written in Words

**ALTERNATE #1:** The total price of items 1, 2, 5, & 6 from Attachment A "Unit Price List".

\$ 113,135.00

Amount Written in Numerals

\$ ONE HUNDRED THIRTEEN THOUSAND, ONE HUNDRED THIRTY-FIVE Dollars

Amount Written in Words

Freight Price:

\$ 0

Amount Written in Numerals

**PROPOSED DELIVERY DATE:**

4 WEEKS ARO

**Notes:** The amounts for the Base Bid and Alternate #1 must include any and all amounts, fees, charges, and other costs, except freight, associated with providing the specified items identified above for each. In the event any pricing input on the Bid Form above is illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

Bidder must complete and attach all required Forms and Attachments provided herein with the submitted Bid. Failure to submit any required document, may be grounds for disqualification and removal from further consideration.

Bidder acknowledges the County's issuance of the following Addenda:

No.: 1 Date Received: 1-25-23 No.: 3 Date Received: 2-3-23  
No.: 2 Date Received: 2-3-23 No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the proposed work and the sources of supply for any specified materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner. *This Bid is conditioned upon reaching mutual agreement on a commercially - reasonable limitation of liability and disclaimer of implied warranties.*

**CORPORATE/COMPANY**

Full Legal Company Name: ISCO Industries, Inc. (Seal)

By: Michelle East MICHELLE EAST, ASSISTANT SECRETARY  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 100 Witherspoon St. 2 West, Louisville, KY 40202

Telephone No.: (502) 614-3622 Fax No.: ( ) \_\_\_\_\_

Email Address for Authorized Company Representative: michelle.east@isco-pipe.com

Federal I.D. Tax Number: 61-0600157 DUNS #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

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

Telephone No.: ( ) \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Federal I.D. Tax Number: \_\_\_\_\_

**Bid No: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**

**ATTACHMENT "A"  
UNIT PRICE LIST**

Bidders shall insert the Unit Price and Extended Price for each of the items listed below, based upon the quantities indicated.

Item	Reclaimed Watermain & Forcemain Piping	Material	Quantity	Unit of Measure	Unit Price	Extended Price
1	Reclaimed Watermain – 24" Diameter	HDPE	500	LF	\$94.21	\$47,105.00
2	Forcemain – 20" Diameter	HDPE	1,000	LF	\$44.03	\$44,030.00
3	Reclaimed Watermain – 24" Diameter	HDPE	2,800	LF	\$94.21	\$263,788.00
4	Forcemain – 20" Diameter	HDPE	3,700	LF	\$64.03	\$239,311.00
5	Reclaimed Watermain – 20" Diameter	PVC	2,800	LF	\$ N/A	\$ N/A
6	Forcemain – 16" Diameter	PVC	3,700	LF	\$ N/A	\$ N/A

Design, manufacturing, and assembly of elements of the equipment herein cited shall be in accordance with the standards of the organizations listed below:

PVC Pipe - Material: Class 12454 A or B material per AWWA C900 and C905, ASTM D 1784, ASTM D 1785, and ASTM D 2241.

HDPE Pipe - Material: PE 4710 meeting cell classification 445574C per ASTM D3350.

Bid No: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209

ATTACHMENT "B"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

Bidder hereby issues the sworn statement below, which must be incorporated into the submitted Bid. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the Undersigned authority, MICHELE EAST ("Affiant"), who being duly sworn, deposes and says he/she is ASSISTANT SECRETARY (Title) of the firm of ISCO INDUSTRIES, INC. ("Bidder") submitting the attached Bid to fulfill the requirements as specified under Invitation for Bids No: 23-36 Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209, in St. Johns County, Florida.

The Affiant further states that no more than one Bid will be submitted in response to the above IFB from the Affiant, the bidding firm or corporation under the same or different name, and that such Bidder has no financial interest in any other bidding firm submitting a Bid in response to the above IFB. That neither the Affiant, his/her firm, association, nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Bid. Furthermore, neither the Bidder nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 16<sup>th</sup> day of FEBRUARY, 2023.

Michelle East  
Signature of Affiant

MICHELE EAST, ASSISTANT SECRETARY  
Printed Name & Title of Affiant

ISCO INDUSTRIES, INC.  
Full Legal Name of Bidder

STATE OF Kentucky

COUNTY OF Jefferson

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 16<sup>th</sup> day of February, 2023, by the Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

Jeannine Bailey  
Notary Public  
My Commission Expires: 03-30-2025



Bid No: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209

ATTACHMENT "C"  
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No: 23-36 Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Supplier's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Suppliers are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Suppliers, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Supplier's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Bidder:

ISCO INDUSTRIES, INC.

Authorized Representative(s) :

Michelle East

MICHELLE EAST, ASST SECRETARY

Signature

Print Name/Title

Signature

Print Name/Title



ATTACHMENT "D"  
E-VERIFY AFFIDAVIT

COMMONWEALTH  
STATE OF KENTUCKY  
COUNTY OF JEFFERSON

I, MICHELLE EAST ("Affiant"), being duly authorized by and on behalf of TSCO INDUSTRIES, INC. ("Bidder") hereby swears or affirms as follows:

1. Bidder understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. In accordance with section 448.095, F.S., Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder and shall expressly require any subcontractors performing work or providing services pursuant to the award to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Bidder shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S. *for onsite work, if any,*
4. Bidder understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the award are legally authorized to work in the United States and the State of Florida constitutes a breach of the Agreement for which St. Johns County may immediately terminate without notice and without penalty. The Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to St. Johns County for any costs incurred by St. Johns County resulting from Bidder's breach.

DATED this 16<sup>TH</sup> day of FEBRUARY, 2023.

Michelle East  
Signature of Affiant

MICHELLE EAST, ASST SECRETARY  
Printed Name & Title of Affiant

TSCO INDUSTRIES, INC.  
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 16<sup>th</sup> day of February, 2023, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.



Jeannine Bailey  
Notary Public  
My Commission Expires: 03-30-2025



# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #1

January 25, 2023

To: Prospective Respondents  
Subject: Bid No. 23-36; Purchase of Reclaimed Watermain  
and Forcemain Pipe for CR2209

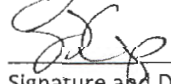
This Addendum #1 is issued for further Respondent's information and is hereby incorporated into the Bid Documents. Each Respondent will ascertain before submitting a Proposal that he/she has received all Addenda, and return an original and two copies of this signed Addendum with the submitted proposal as provided in the Bid Documents.

### Questions and Answers:

1. Can you let me know if you are wanting DIPS or IPS HDPE pipe on this bid?  
Answer: DIPS – ductile iron pipe size
2. Can you also let me know the bury depth on the 20" PVC so I can quote you either DR25 or DR18?  
Answer: PVC pipe 20" and greater shall be DR25.

THE PROPOSAL DUE DATE REMAINS February 22, 2023 AT 2:00 PM EST

### Respondent Acknowledgment

 2-13-23  
Signature and Date

STEVE HERR, BUSINESS MGR.  
Printed Name/Title

ISCO INDUSTRIES, INC.  
Company Name (Print)

END OF ADDENDUM NO. 1



# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #2

February 3, 2023

To: Prospective Respondents  
Subject: Bid No. 23-36; Purchase of Reclaimed Watermain  
and Forcemain Pipe for CR2209


This Addendum #2 is issued for further Respondent's information and is hereby incorporated into the Bid Documents. Each Respondent will ascertain before submitting a Proposal that he/she has received all Addenda, and return an original and two copies of this signed Addendum with the submitted proposal as provided in the Bid Documents.

### Questions and Answers:

1. Is Supplier Responsible for unloading materials?  
Answer: Yes.
2. Can you make it to where there are two Unit Price List? One for the Base Bid Using Lines 1-4 (all HDPE) and a separate one for Alternat # 1 Lines 1,2,5 & 6. The unit pricing for the HDPE will not be the same if you just order Lines 1 & 2 as compared to ordering Lines 1-4.  
Answer: No. See page 11 of the bid document. You may enter your total bid pricing on this document.
3. Does the supplier have to bid both the Base Bid and the Alternate Bid to have their bids considered?  
Answer: No. You may bid on Base bid, or the Alternate #1 bid separately or together. If you choose to not bid on either section, just reply 'No bid'.

THE PROPOSAL DUE DATE REMAINS February 22, 2023 AT 2:00 PM EST

### Respondent Acknowledgment

 2-13-23  
Signature and Date

STEVE HEP, BUSINESS MGR.  
Printed Name/Title

ISCO INDUSTRIES, INC.  
Company Name (Print)

END OF ADDENDUM NO. 2



# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #3

January 25, 2023

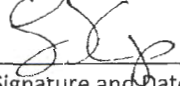
To: Prospective Respondents  
Subject: Bid No. 23-36; Purchase of Reclaimed Watermain  
and Forcemain Pipe for CR2209

This Addendum #1 is issued for further Respondent's information and is hereby incorporated into the Bid Documents. Each Respondent will ascertain before submitting a Proposal that he/she has received all Addenda, and return an original and two copies of this signed Addendum with the submitted proposal as provided in the Bid Documents.

**Attachment E - "Local Preference" has been added, and attached to this addendum.**

**THE PROPOSAL DUE DATE REMAINS February 22, 2023 AT 2:00 PM EST**

### Respondent Acknowledgment

 2-13-23  
Signature and Date

STEVE HERR, BUSINESS MGR.  
Printed Name/Title

ISCO INDUSTRIES, INC.  
Company Name (Print)

**END OF ADDENDUM NO. 3**

**BID NO: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**

**ATTACHMENT E**  
**LOCAL PREFERENCE**

Bidders must complete and submit **Attachment E**, indicating whether or not the Bidder is submitting for consideration of Local Preference. Any Bidder that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Bidder as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment E.

Any Bidder submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Services shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

In order to qualify for local preference Bidder must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Bidder has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Bidder principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFQ.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFQ.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors.

Bidder is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy \_\_\_\_\_

If Bidder selects this option, by signing below, Bidder certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Bidder is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy X \_\_\_\_\_

If Bidder selects this option, Bidder is not seeking consideration for local preference, and is not required to submit the documentation provided above.

Michelle East  
Signature – Authorized Representative

MICHELLE EAST, SENIOR COUNSEL  
Printed Name & Title

2/16/23  
Date of Signature

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>ISCO INDUSTRIES INC</b>	
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 checked="" 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. <b>100 WITHERSPOON STREET 2WEST</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>LOUISVILLE KY 40202</b>	
7 List account number(s) here (optional)	

Print or type.  
See Specific Instructions on page 3.

### 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 *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number													
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6	1	-	0	6	0	0	1	5	7				

### 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.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Bonnie Leary</i>	Date ▶ <i>01/03/2023</i>
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### 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](http://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 What Is backup withholding, later.*



**ST. JOHNS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**INVITATION FOR BIDS NO: 23-36**

**Purchase of Reclaimed Watermain  
and Forcemain Pipe for CR2209**

**St. Johns County Purchasing Division  
500 San Sebastian View  
St. Augustine FL 32084  
(904) 209-0150  
[www.sjcfl.us/Purchasing/index.aspx](http://www.sjcfl.us/Purchasing/index.aspx)**

**Final 1/24/2023**

**Bid No: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**

**TABLE OF CONTENTS**

- I. General Terms and Conditions
- II. Official County Bid Form
- III. Attachments:
  - a. Attachment "A" – Unit Price List
  - b. Attachment "B" – St. Johns County Board of County Commissioners Affidavit
  - c. Attachment "C" – Conflict of Interest Disclosure Form
  - d. Attachment "D" – E-Verify Affidavit

**END OF TABLE OF CONTENTS**



**PART I – GENERAL TERMS AND CONDITIONS**

**A. DEFINITIONS**

Terms used within this Invitation for Bids (“IFB”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as otherwise defined herein. Any definition provided herein, shall govern over the definition provided in the Policy.

**B. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY**

All provisions of the Policy and associated procedures are incorporated into the Bid Documents by reference, and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

**C. BIDDER’S REPRESENTATION**

By submitting a Bid, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and that Bidder is familiar with and understands all conditions related to the work specified herein, and the submitted Bid is based upon all necessary considerations to perform the work in accordance with all specifications and requirements provided in the Bid Documents. Bidder also represents that any and all costs associated with performing the specified work are included in the submitted Bid.

**D. BID DOCUMENTS**

The Bid Documents are those documents which shall govern the solicitation, submittal, consideration and award of submitted Bid(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

Bid Documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing Division. The Bid Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County (“County”) shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of Bid Documents. The County, in making the Bid Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

**E. INTERPRETATION OR CORRECTION OF BID DOCUMENTS**

Bidders shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the Bid Documents shall make a written request to the County by or before the deadline for questions provided herein.

An interpretation, correction, or change of the Bid Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bid Documents by the County or its Representative less than **seven (7) days** prior to the submittal deadline for Bids. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for Bids in order to serve the best interest of the County.

**F. SUBSTITUTIONS**

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been received by the Designated Point of Contact at least fourteen (14) calendar days submitted by the Bidder and has been received by the Owner at least **seven (7) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other

information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

**G. DESIGNATED POINT OF CONTACT**

The County's Designated Point of Contact for this IFB is Mark Rinberger, Procurement Coordinator, St. Johns County Purchasing Division. Any and all questions and/or inquiries shall be directed, *in writing*, via email to [mrinberger@sjcfl.us](mailto:mrinberger@sjcfl.us). In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Joan Chiarelli, Procurement Coordinator, at [jchiarelli@sjcfl.us](mailto:jchiarelli@sjcfl.us).

**H. LOBBYING PROHIBITION**

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced Designated Point of Contact with regard to this Invitation for Bids. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award under this IFB.

**I. QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (**4:00PM EST**) on **Wednesday, February 08, 2023** so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

**J. ADDENDA**

Any change, clarifications, revisions, deletions, documents or information provided by the County after broadcast of this IFB will be provided via Addendum, and posted to Demandstar ([www.demandstar.com](http://www.demandstar.com)) with the Bid Documents. All planholders for this IFB will be notified of the posted addendum by Demandstar. Planholders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, documents, and information provided by addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration.

Each Bidder shall acknowledge all issued Addenda in the submitted Bid in the space provided on the Official County Bid Form, and provide a copy of each Addendum, signed by the Bidder's authorized representative.

**K. BID SUBMITTAL REQUIREMENTS**

The submittal deadline for Bids shall be no later than **2:00PM EST on Wednesday, February 22, 2023**. Bids must be submitted to the SJC Purchasing Division located at 500 San Sebastian View, St. Augustine, FL 32084.

Each Bidder shall submit one (1) original hard copy, and one (1) duplicate of their Bid, in a sealed envelope or container, and plainly marked with the Bidder's full legal company name, mailing address, and recite: "**Bid No: 23-36 Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**". A mailing label has been provided herein for Bidders to use to identify their Bid.

All required forms and attachments, including the Official County Bid Form, shall be completed, and all requested information provided. Information shall be typewritten or written with blue or black ink. Each Bid must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether Bidder is a sole proprietor, partnership, corporation or other legal entity. **The submitted Bid should NOT include a full copy of the Bid Documents.**

Bidder shall assume full responsibility for timely delivery at location designated above for receipts of Bids. Bids shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. Bids received after the submittal deadline for Bids will not be considered and shall be returned to the sender unopened.

Bidders must only submit one (1) Bid in response to this IFB. Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and numerals, and in the case of discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are unit prices and extended prices, the unit prices shall govern over extended pricing.

Any interlineations, alteration or erasure on the Bid Form must be initialed by the signer of the Bid, failure to do so may cause the Bid to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify the submitted Bid in any manner, to do so will classify the Bid as being non-responsive.

Any submitted Bid must be signed by an authorized representative of the Bidder, legally authorized to bind the Bidder to a contract. In the event the Bid is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the Bid, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder, and state the limits and duration of the delegation to the signing representative.

A Bid submitted by an agent must have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

All Bids submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award will become exclusive property of the County.

**L. BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit Bids in order to serve the best interest of the County.

**M. MODIFICATION OR WITHDRAWAL OF BID**

A submitted Bid may not be modified, withdrawn or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for Bids, a Bid submitted early may be modified or withdrawn only by written notice to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted Bid, provided such notice is received prior to the submittal deadline for Bids, the County shall return the Bid to the Bidder unopened. Any modified Bids must be submitted prior to the submittal deadline specified herein, in order to be considered.

**N. COSTS INCURRED BY BIDDERS**

Bidders are responsible for any and all costs associated with developing and submitting a Bid in response to this IFB.

Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Bidder.

**O. CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addendum, Bids received by or before the submittal deadline will be opened publicly immediately after the submittal deadline specified herein. The Bid Tabulation shall be posted to DemandStar, upon verification of Bids and all information.

**Rejection of Bids:** The County reserves the right to reject any or all Bids that are not materially responsive to the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted Bid, provided the minor formality or irregularity does not materially impact the submitted Bid.

**Bid Award:** It is the intent of the County to award to the lowest, responsive, responsible Bidder, or lowest, responsive, responsible Local Bidder, based upon the Total Bid Price.

If an award is made, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of the Bid opening, and shall be irrevocable during this time unless otherwise agreed to by the County.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted Bid is responsive to the requirements provided herein. The Bid may also be rejected and the IFB re-advertised, in order to best serve the needs of the County.

**P. LOCAL PREFERENCE**

The County shall review all submitted Bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible, low Bid, provided the low Bid is not from a verified Local Business. If so, County shall verify the qualification requirements to validate the Bidder as a Local Business, in accordance with Section 16.3 of the Policy. If the lowest Bid from a responsible Local Business is responsive, and the Bid is within ten percent (10%) of the low Bid, the Local Bidder shall have forty-eight (48) hours to agree, in writing, to match the low Bid amount. If the Local Bidder agrees to match the low Bid amount within the timeframe provided, the Local Bidder shall be awarded, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low Bid within the timeframe specified, the County shall consider the non-local low Bid for award.

**Q. TAXES**

Federal Excise and Florida Sales Tax, as well as any other applicable taxes, levies, duties, and assessments which Bidder is required to pay, must be included in the pricing proposed in the submitted Bid.

**R. DELIVERY TERMS**

Any and all orders placed with the awarded Bidder shall be Freight on Board (FOB) Destination.

All delivered items shall be subject to rigid inspection by the County. If, during the inspection, defective materials, equipment, supplies, components, parts or pieces are discovered, the Supplier shall replace any and all items identified as defective at no additional cost to the County.

It is expressly understood and agreed that the inspection by the County will in no way relieve the Supplier of the responsibility and obligation to perform and deliver to the County items free of defects. Supplier agrees to pay or shall deduct from any payments due from the County, the costs of any tests which may be required in order to determine

whether or not delivered items are free of defects.

All deliveries shall be made to the following location:

NW Water Reclamation Facility  
10275 St. Johns Parkway  
Saint Augustine, FL 32092

**S. FORCE MAJEURE**

Bidder pledges to provide the specified item(s) barring any delays due to Force Majeure events, which are those events not reasonably foreseeable and beyond the control of both the Supplier and County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, natural disasters, and other acts of God.

**T. COOPERATIVE OR PIGGYBACK PURCHASE**

Bidders agree that any award made under this IFB constitutes a bid price which may be utilized by any State, County, municipality, or Political Subdivision in the State of Florida under the same terms, process and validity period as this IFB, should the awarded Bidder deem it in their best interest to do so.

**U. PAYMENT TERMS**

Payment terms shall be in accordance with the Local Prompt Payment Act (Section 218.70-218.80, Florida Statutes).

Awarded Supplier shall submit an invoice to the County User Department within thirty (30) days of acceptance of all delivered items. The submitted invoice must contain the following information:

- Supplier's Full Legal Company Name and Address
- County's Ship To Address
- County Purchase Order Number
- Itemized List of all items purchased and delivered, including:
  - Item Name, Model Number (if applicable) and Description
  - Unit Price
  - Quantity
  - Total Price
- Total Amount of Invoice
- Date of Delivery and Acceptance by County

Supplier shall not invoice for any items on back order, that have not been delivered to, or accepted by the County.

**V. INDEMNITY**

Supplier shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Supplier and persons employed or utilized by Supplier in fulfilling the requirements of the award.

To the extent permitted by, and in accordance with Section 725.06, Florida Statutes, Supplier further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Supplier and persons employed or utilized by Supplier in fulfilling the requirements of the award.

To the extent permitted by, and in accordance with Section 725.06, Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Supplier" shall be construed to include, but not be limited to, Supplier, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf

of, or at the request of Supplier.

Supplier's indemnity and hold harmless obligations shall extend to all Claims against the County by any third party or third-party beneficiary of the award and all liabilities, damages, losses, and costs related thereto.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of the County, its officers or employees.

#### **W. INSURANCE**

The Supplier shall not commence work on this purchase until all insurance required under this section and such insurance has been provided to and approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Supplier shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Supplier has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Supplier of its liability and obligations under an award by the County.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Supplier shall maintain during the life of this Contract, Commercial General Liability Insurance to protect the Supplier from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Supplier or by anyone directly employed by or contracting with the Supplier.

The Supplier shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

#### **X. GOVERNING LAWS & REGULATIONS**

Supplier shall be responsible for complying with any and all local, state and federal laws, ordinances, rules, codes, regulations and requirements relative to fulfilling the requirements of the award. The award shall be governed by the laws of the State of Florida, and St. Johns County both as to interpretation and performance.

#### **Y. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to any award, and in accordance with section 448.095, Florida Statutes, Supplier and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Supplier shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Supplier shall maintain a copy of such affidavit through and until final acceptance and payment.
- b. The County, Supplier, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Supplier otherwise complied, shall promptly notify Supplier and Supplier shall

immediately terminate the contract with the subcontractor.

- d. The County and Supplier hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any award terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Section 448.095(2)(d), Florida Statutes.
- e. Supplier acknowledges that, in the event that the County terminates this award for Supplier's breach of these provisions regarding employment eligibility, then Supplier may not be awarded a public contract for at least one (1) year after such termination. Supplier further acknowledges that Supplier is liable for any additional costs incurred by the County as a result of the County's termination of this award for breach of these provisions regarding employment eligibility.
- e. Supplier shall incorporate in all subcontracts made pursuant to this award the provisions contained herein regarding employment eligibility.

## **Z. PUBLIC RECORDS**

- 1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this transaction shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- 2. In accordance with Florida law, to the extent that Supplier's performance constitutes an act on behalf of the County, Supplier shall comply with all requirements of Florida's public records law. Specifically, if Supplier is expressly authorized, and acts on behalf of the County, Supplier shall:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (b) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (c) Ensure that public records related to this transaction that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law, if the Supplier does not transfer the records to the County; and
  - (d) Upon acceptance of delivered product(s), transfer, at no cost, to the County all public records in possession of the Supplier or keep and maintain public records required by the County.

If the Supplier transfers all public records to the County upon acceptance of the product(s), the Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Supplier keeps and maintains public records, the Supplier shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Supplier to comply with the requirements of this section shall be grounds for immediate, unilateral termination by the County.

**IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, SUPPLIER SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us).**

**END OF SECTION**



BID NO: 23-36

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

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

BID PROPOSAL OF

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

Bidders: Having become familiar with requirements of this solicitation, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 23-36 Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**, the undersigned proposes to furnish all materials, labor and equipment, delivery and all other applicable requirements to submit the following Bid Proposal summarized as follows:

**BASE BID:** The total price of items 1-4 from Attachment A "Unit Price List".

\$ \_\_\_\_\_  
Amount Written in Numerals

\$ \_\_\_\_\_ /Dollars  
Amount Written in Words

**ALTERNATE #1:** The total price of items 1, 2, 5, & 6 from Attachment A "Unit Price List".

\$ \_\_\_\_\_  
Amount Written in Numerals

\$ \_\_\_\_\_ /Dollars  
Amount Written in Words

**Freight Price:** \$ \_\_\_\_\_  
Amount Written in Numerals

**PROPOSED DELIVERY DATE:** \_\_\_\_\_

**Notes:** The amounts for the Base Bid and Alternate #1 must include any and all amounts, fees, charges, and other costs, except freight, associated with providing the specified items identified above for each. In the event any pricing input on the Bid Form above is illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

Bidder must complete and attach all required Forms and Attachments provided herein with the submitted Bid. Failure to submit any required document, may be grounds for disqualification and removal from further consideration.

Bidder acknowledges the County's issuance of the following Addenda:

No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

No.: \_\_\_\_\_ Date Received: \_\_\_\_\_ No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the proposed work and the sources of supply for any specified materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

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

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(If applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

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

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

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

Federal I.D. Tax Number: \_\_\_\_\_

**Bid No: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**

**ATTACHMENT "A"**

**UNIT PRICE LIST**

Bidders shall insert the Unit Price and Extended Price for each of the items listed below, based upon the quantities indicated.

Item	Reclaimed Watermain & Forcemain Piping	Material	Quantity	Unit of Measure	Unit Price	Extended Price
1	Reclaimed Watermain – 24" Diameter	HDPE	500	LF	\$	\$
2	Forcemain – 20" Diameter	HDPE	1,000	LF	\$	\$
3	Reclaimed Watermain – 24" Diameter	HDPE	2,800	LF	\$	\$
4	Forcemain – 20" Diameter	HDPE	3,700	LF	\$	\$
5	Reclaimed Watermain – 20" Diameter	PVC	2,800	LF	\$	\$
6	Forcemain – 16" Diameter	PVC	3,700	LF	\$	\$

Design, manufacturing, and assembly of elements of the equipment herein cited shall be in accordance with the standards of the organizations listed below:

PVC Pipe - Material: Class 12454 A or B material per AWWA C900 and C905, ASTM D 1784, ASTM D 1785, and ASTM D 2241.

HDPE Pipe - Material: PE 4710 meeting cell classification 445574C per ASTM D3350.

**Bid No: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**

**ATTACHMENT "B"**

**ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,  
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

Bidder hereby issues the sworn statement below, which must be incorporated into the submitted Bid. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the Bid, and shall be sworn to before a person who is authorized by law to administer oaths.

Before me, the Undersigned authority, \_\_\_\_\_ ("Affiant"), who being duly sworn, deposes and says he/she is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ ("Bidder") submitting the attached Bid to fulfill the requirements as specified under Invitation for Bids No: 23-36 Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209, in St. Johns County, Florida.

The Affiant further states that no more than one Bid will be submitted in response to the above IFB from the Affiant, the bidding firm or corporation under the same or different name, and that such Bidder has no financial interest in any other bidding firm submitting a Bid in response to the above IFB. That neither the Affiant, his/her firm, association, nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this Bid. Furthermore, neither the Bidder nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Bidder

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

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

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Bid No: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**

**ATTACHMENT "C"  
CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: Bid No: 23-36 Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Supplier's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Suppliers are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Suppliers, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Supplier's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

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Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Bidder: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_

Signature	_____	Print Name/Title	_____
Signature	_____	Print Name/Title	_____

**Bid No: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**

**ATTACHMENT "D"  
E-VERIFY AFFIDAVIT**

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

I, \_\_\_\_\_ ("Affiant"), being duly authorized by and on behalf of \_\_\_\_\_  
\_\_\_\_\_ ("Bidder") hereby swears or affirms as follows:

1. Bidder understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. In accordance with section 448.095, F.S., Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder and shall expressly require any subcontractors performing work or providing services pursuant to the award to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Bidder shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Bidder understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the award are legally authorized to work in the United States and the State of Florida constitutes a breach of the Agreement for which St. Johns County may immediately terminate without notice and without penalty. The Bidder further understands and agrees that in the event of such termination, Bidder shall be liable to St. Johns County for any costs incurred by St. Johns County resulting from Bidder's breach.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name & Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Affiant, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## Bid No: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209

### SPECIFICATIONS

The materials shall meet the specifications below which are taken from the SJCUD Water, Wastewater, and Reclaimed Water Standards Manual.

#### 3.6.2 PVC Pipe

- A. Service: Potable and Reclaimed Watermain and Forcemain
- B. Size and Pressure Rating:
  - 1. 4" through 16": AWWA C900, DR18, 235 psi.
  - 2. 20" through 36": AWWA C905, DR25, 165 psi.
  - 3. DR25 pipe whose buried depth, not cover, is greater than 10' shall be DR18.
- C. Material: Class 12454 A or B material per AWWA C900 and C905, ASTM D 1784, ASTM D 1785, and ASTM D 2241.
- D. Permanent identification shall be provided by using colored resin for the pipe. Color shall be: BLUE-Potable Water, GREEN-Sewer, and PURPLE-Reclaimed Water.
- E. Joints:
  - 1. Push on: Bell and spigot, gasketed in accordance with ASTM D3139. Gaskets shall conform to ASTM F477.


#### 3.6.3 HDPE Pipe

- A. Service: Potable and Reclaimed Watermain and Forcemain
- B. Size: 4" through 36" per AWWA C906.
- C. Material: PE 4710 meeting cell classification 445574C per ASTM D3350.
- D. Pressure Rating:
  - 1. 4" through 36": 200 psi (DR11)
  - 2. HDPE pipe shall be upsized to provide the required internal diameter of DR18 PVC pipe.
- E. Permanent identification shall be provided by co-extruding multiple equally spaced color stripes into the pipe outside surface or by solid colored pipe shell. Color shall be: BLUE-Potable Water, GREEN-Sewer, and PURPLE-Reclaimed Water.

**SEALED BID MAILING LABEL**

**Cut along the outer border and affix this label to your envelope/container to identify as a "Sealed Bid"**

<b>SEALED BID • DO NOT OPEN</b>	
INVITATION FOR BIDS NO.:	<u>23-36</u>
IFB TITLE:	<u>Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209</u>
SUBMITTAL DEADLINE FOR BIDS:	<u>By 2:00PM EST – FEBRUARY 22, 2023</u>
SUBMITTED BY:	<u>Company Name</u>
	<u>Company Address</u>
	<u>Company Address</u>
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine FL 32084



**END OF BID DOCUMENTS**





# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #1

January 25, 2023

**To: Prospective Respondents**  
**Subject: Bid No. 23-36; Purchase of Reclaimed Watermain  
and Forcemain Pipe for CR2209**

This Addendum #1 is issued for further Respondent's information and is hereby incorporated into the Bid Documents. Each Respondent will ascertain before submitting a Proposal that he/she has received all Addenda, and **return an original and two copies of this signed Addendum with the submitted proposal** as provided in the Bid Documents.

### Questions and Answers:

1. Can you let me know if you are wanting DIPS or IPS HDPE pipe on this bid?  
**Answer: DIPS – ductile iron pipe size**
2. Can you also let me know the bury depth on the 20" PVC so I can quote you either DR25 or DR18?  
**Answer: PVC pipe 20" and greater shall be DR25.**

**THE PROPOSAL DUE DATE REMAINS February 22, 2023 AT 2:00 PM EST**

### **Respondent Acknowledgment**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**



# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #2

February 3, 2023

**To: Prospective Respondents**  
**Subject: Bid No. 23-36; Purchase of Reclaimed Watermain  
and Forcemain Pipe for CR2209**

This Addendum #2 is issued for further Respondent's information and is hereby incorporated into the Bid Documents. Each Respondent will ascertain before submitting a Proposal that he/she has received all Addenda, and **return an original and two copies of this signed Addendum with the submitted proposal** as provided in the Bid Documents.

### Questions and Answers:

1. Is Supplier Responsible for unloading materials?  
**Answer: Yes.**
2. Can you make it to where there are two Unit Price List? One for the Base Bid Using Lines 1-4 (all HDPE) and a separate one for Alternat # 1 Lines 1,2,5 & 6. The unit pricing for the HDPE will not be the same if you just order Lines 1 & 2 as compared to ordering Lines 1-4.  
**Answer: No. See page 11 of the bid document. You may enter your total bid pricing on this document.**
3. Does the supplier have to bid both the Base Bid and the Alternate Bid to have their bids considered?  
**Answer: No. You may bid on Base bid, or the Alternate #1 bid separately or together. If you choose to not bid on either section, just reply 'No bid'.**

**THE PROPOSAL DUE DATE REMAINS February 22, 2023 AT 2:00 PM EST**

### **Respondent Acknowledgment**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 2**



# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #3

January 25, 2023

**To: Prospective Respondents**  
**Subject: Bid No. 23-36; Purchase of Reclaimed Watermain  
and Forcemain Pipe for CR2209**

This Addendum #1 is issued for further Respondent's information and is hereby incorporated into the Bid Documents. Each Respondent will ascertain before submitting a Proposal that he/she has received all Addenda, and **return an original and two copies of this signed Addendum with the submitted proposal** as provided in the Bid Documents.

**Attachment E - "Local Preference" has been added, and attached to this addendum.**

**THE PROPOSAL DUE DATE REMAINS February 22, 2023 AT 2:00 PM EST**

### Respondent Acknowledgment

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 3**

**BID NO: 23-36; Purchase of Reclaimed Watermain and Forcemain Pipe for CR2209**

**ATTACHMENT E**  
**LOCAL PREFERENCE**

Bidders must complete and submit **Attachment E**, indicating whether or not the Bidder is submitting for consideration of Local Preference. Any Bidder that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Bidder as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment E.

Any Bidder submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Services shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

In order to qualify for local preference Bidder must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Bidder has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Bidder principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFQ.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFQ.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors.

Bidder is a Local Business as defined in Section 16.3.1, SJC Purchasing Policy \_\_\_\_\_

If Bidder selects this option, by signing below, Bidder certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors meet the requirements for local preference **AND** that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

Bidder is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy \_\_\_\_\_

If Bidder selects this option, Bidder is not seeking consideration for local preference, and is not required to submit the documentation provided above.

\_\_\_\_\_  
Signature – Authorized Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Signature