

**INVITATION TO BID
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
RENTAL AND SERVICE OF PORTABLE TOILETS AND DISTRICT-OWNED
TOILETS IN ESCAMBIA AND SANTA ROSA COUNTIES**

(BID NUMBER 20B-005)

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-4712, will receive sealed bids up to the 2:30 P.M. ET opening time on February 25, 2020 for the rental of up to 13 ADA compliant handicap portable toilet units, and six regular portable toilet units to include initial delivery and service once per week. In addition, the contractor will also service four district-owned toilets once per week. The District anticipates entering into a three-year contract for this service, with an additional three-year term upon renewal. The contract is anticipated to begin on April 1, 2020, but some of the specified units will not be installed or serviced at that time.

All bids must conform to the instructions in the ITB. Interested parties may obtain a copy of the complete ITB package at the above address, or by calling (850) 539-5999 or visit the District's website at <http://www.nwfwater.com> or on the state Vendor Bid system at http://www.myflorida.com/apps/vbs/vbs_main_menu.

The bid opening is open to the public. Provisions will be made to accommodate the handicapped (if requested) provided the District is given at least 72 hours advance notice.

All bids must comply with applicable Florida Statutes.

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GENERAL INFORMATION
PART I

1-1 DEFINITIONS

For the purpose of this Invitation to Bid, "Bidder or Respondent" shall mean contractors, vendors, consultants, respondents, organizations, firms or other persons submitting a response to this Invitation to Bid.

1-2 PURPOSE

This Invitation to Bid provides guidelines for the submission of bids for the project entitled:

**Rental and Service of Portable Toilets and District-Owned Toilets
in Escambia and Santa Rosa Counties**

1-3 ISSUING OFFICE, DATE AND LOCATION OF BID OPENING

Division of Asset Management
Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333-4712

Hereinafter referred to as the "District"

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:30 P.M. ET
ON FEBRUARY 25, 2020**

1-4 INVITATION TO BID

The District solicits offers for the rental of up to 13 ADA compliant handicap portable toilet units and six regular portable toilet units to include initial delivery and service once per week. In addition, the District solicits offers for the service of four District-owned toilets once per week. The District reserves the option to renew for one additional three-year period with the selected contractor. Rates for the renewal period shall be specified as part of this bid submittal.

1-5 CONTRACT AWARDS

The District anticipates entering into a three-year contract with the respondent who submits the bid judged by the District to be most advantageous. The District reserves the right to enter into an agreement with the respondent judged to be most advantageous to the District. The District reserves the option to renew for one additional three-year period with the selected contractor.

The respondent understands that this Invitation to Bid does not constitute an agreement or a contract with the District. An official contractor agreement is not binding until bids are

reviewed and accepted by appointed staff, approved by the appropriate level of authority within the District, and the contract or agreement is executed by both parties.

The District reserves the right to reject any and all bids, to negotiate with the qualified contractor submitting the lowest responsive bid, to waive any irregularities of a minor nature, and to solicit and re-advertise for other bids. Mistakes clearly evident on the face of the bid documents, such as computation errors, may be corrected by the District. Per section 255.0991, F.S., the District has no regulation that provides contractor preference as described in that statute.

All bids may be subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting.

Notice of a bid award shall be posted to the District's website and the State of Florida's Vendor Bid System website.

1-6 DEVELOPMENT COSTS

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Invitation to Bid. Respondents should prepare their bids simply and economically, providing a straightforward and concise description of the respondents' ability to meet the requirements of the Bid.

1-7 CONFLICT OF INTEREST

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents shall disclose with their bid the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all respondents shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the respondent's firm, subsidiaries or branches.

1-8 DISTRICT FORMS AND RULES

When included, all forms supplied by the Northwest Florida Water Management District shall be submitted with the bids. All bids must comply with applicable Florida Statutes, laws, and rules.

The selected Contractor will be required to complete a Vendor Registration Form and W-9 Form once the awarded Contractor is notified by the District Project Manager.

1-9 INQUIRIES

All questions regarding this ITB shall be provided in writing and emailed to the Procurement Officer, Carol Bert at Carol.Bert@nfwwater.com, **no later than 4:00 PM, Eastern Time (ET) on Tuesday, February 11, 2020**. Inquiries shall reference the date of the ITB opening and ITB title and number.

The District will post addenda and answers to substantive questions on its website and on the State of Florida's Vendor Bid System website at least ten (10) calendar days before the bid opening date

(see *Section 1.14 Addenda*). Firms are responsible to check the District's website or State of Florida's Vendor Bid System website for addenda.

1-10 TIMETABLE

The District and respondents shall adhere to the following schedule in all actions concerning this bid.

- A. On **January 28, 2020**, the District issues the Invitation to Bid.
- B. From **January 28, 2020 to 4:00 P.M. ET on February 11, 2020**, the District will receive and answer inquiries (received by email). Any questions a respondent may have must be asked during this question and answer period. Answers to substantive questions will be posted on the District's website and the State of Florida's Vendor Bid System.
- C. If substantive questions are received, the District issues an Addendum at least ten (10) calendar days prior to bid opening.
- D. Bid Opening Deadline: The sealed bids will be opened at **2:30 P.M. ET, Tuesday, February 25, 2020**. Bids received after the bid opening deadline will not be considered.
- D. From opening time the District will review and evaluate the bids on a timely basis.
- E. The District may enter into a contract with the qualified Contractor submitting the lowest responsive bid after conducting negotiations and obtaining appropriate approvals.

1-11 DELAYS

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify respondents of all changes in scheduled due dates by posting the information to the District's website and State of Florida's Vendor Bid System website.

1-12 BID SUBMISSION AND WITHDRAWAL

The District will receive bids in person, by mail, or courier such as UPS to this address:

**Northwest Florida Water Management District
Attn.: Agency Clerk
81 Water Management Drive
Havana, Florida 32333-4712**

Please be advised that mail delivery to the District is not always by 2:30 P.M. ET.

Respondents shall submit **two (2) copies** of the bid in a sealed, opaque envelope or box. **The face of the envelope or box shall state in capital letters:**

"SEALED BID ITB 20B-005, RENTAL AND SERVICE OF PORTABLE TOILETS AND DISTRICT-OWNED TOILETS IN ESCAMBIA AND SANTA ROSA COUNTIES, TO BE OPENED TUESDAY, FEBRUARY 25, 2020, 2:30 P.M. ET AT THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."

The sealed envelope or box shall also include the respondent's name and business address. **Bids received after the bid opening deadline will not be considered. Bids received by the bid opening deadline but not properly sealed, and labeled shall not be considered.** Receipt of a bid by any District office or personnel other than the District receptionist or the Agency Clerk, at the headquarters office located at 81 Water Management Drive, does not constitute "delivery" and is not considered "received by" the District as required by this ITB.

Respondents who utilize courier service packing and shipping materials shall place the bids in a **sealed and labeled** opaque envelope or box as described above inside the courier-supplied shipping materials. Courier service delivery shall use the same address listed previously in this section.

It is the respondent's responsibility to ensure that his/her bid submission is delivered at the proper time and place of the opening. **Bids that are for any reason received after the established deadline will not be considered.** Submittal of bids other than in person, by mail, or courier such as UPS etc. shall not be accepted. Telephone confirmation of timely receipt of the bid may be made by calling (850) 539-5999 and asking for the Agency Clerk before the bid opening time.

A respondent may withdraw a bid by notifying the District in writing at any time prior to the opening. Respondents may withdraw bids in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the District and will not be returned to the respondents.

All bids must be made on the required **Bid Sheet and Bidder Acknowledgement forms** (see PART V of this ITB). All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted.

Respondents must satisfy themselves of the accuracy of their response in the **Bid Sheet and Bidder Acknowledgement Form** by examination of the criteria and specifications including addenda. After bids have been submitted, respondents shall not assert that there was a misunderstanding concerning the number or type of parameters nor the accuracy required of each parameter.

Bids received by the District in response to this ITB will become a public record (unless an exemption to Florida's Public Records Law applies) when the District provides notice of its intended decision or 30 days after opening the bids, whichever is earlier. If the District rejects all bids and concurrently provides notice of its intent to reissue the ITB, the rejected bids remain exempt from Florida's Public Records Law until such time as the District provides notice of an intended decision concerning the reissued ITB or until it withdraws the reissued ITB. A bid is not exempt for longer than 12 months after the initial notice rejecting all bids.

Bids will be made available for inspection at the time the District posts notice of its decision or intended decision concerning contract awards or 30 days after the bid opening, whichever is earlier.

1-13 BID BOND AND PERFORMANCE BOND

In addition to the bid, respondents must submit a Bid bond in the form of a company check, cashier's check, money order or surety bond in the amount of \$7,500. The bid bond received from the selected respondent(s) shall be converted to a performance bond and will be subject to provisions contained within the agreement. Attorneys-in-fact who sign bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney. The remaining bid deposit or bond will be returned to unsuccessful respondents. The return of the bid deposit or bond may take place either at the bid opening directly to representatives present at the bid opening upon completion of the bid opening, or by mail, for those unsuccessful respondents not represented at the bid opening.

1-14 ADDENDA

If addenda become necessary, the District will provide written addenda and post addenda on the District's website and on the State of Florida's Vendor Bid System website at least ten (10) calendar days before the bid opening date. Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting their bid.

Submission of a bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda have been received. Failure of the respondent to obtain any addenda does not relieve respondent from any and all obligations under the bid, as submitted. All addenda become part of the Agreement.

1- 15 EQUAL OPPORTUNITY

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, sex, or disability. It is the policy of the District to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts and purchases.

The District encourages participation by minority-, veteran-, and women-owned Certified Business Enterprises and requests that firms submit evidence of such designation with their bids. For further information on designation as a certified business enterprise, visit www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified.

1-16 ORAL PRESENTATIONS

There will not be oral presentations for this solicitation.

1-17 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage. In the event a contract is awarded to a governmental entity or a self-insured organization, different insurance 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. The contractor shall obtain all coverage as required by Florida law, including Workers Compensation and applicable professional liability insurance. Additionally, the contractor shall be insured as follows: General Liability, with limits not less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than: Bodily Injury by Accident \$1,000,000 each accident; Bodily Injury by Disease \$1,000,000 policy limit; and Bodily Injury by Disease \$1,000,000 each employee.

Evidence of all such insurance satisfactory to the District shall be furnished with the executed Agreement prior to beginning work, and all such insurance policies shall provide for a ten (10) business day notice to the District of cancellation or any material change in the terms of the insurance policies.

1-18 CONVICTED VENDORS

Pursuant to s. 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1-19 DISCRIMINATORY VENDOR LIST

Pursuant to s. 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

1-20 PROHIBITED CONTACT

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the District posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1-21 SCRUTINIZED COMPANIES, BOYCOTTING

Pursuant to s. 287.135, F.S., a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the District for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or
 - b. Is engaged in business operations in Cuba or Syria.

By submitting a response, the respondent certifies that it is not currently on the aforementioned lists or engaged in such business operations and agrees to notify the District if placement on one of these lists occurs or the contractor engages in such business operations. If the respondent submits a false certification, the District may terminate the Agreement and bring a civil action against the respondent, as provided for in s. 287.135, F.S.

1-22 INSPECTOR GENERAL COOPERATION

Prospective contractor or vendor understands and shall comply with section 20.055(5), F.S., which states: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

1-23 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

The respondent shall comply with all applicable federal, state and local rules and regulations in providing services to the District. This requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.

1-24 SPECIFICATIONS AND AWARD PROTEST

Any person who is adversely affected by the District's award shall file with the District a notice of protest in writing within 72 hours after the posting of the award. With respect to a protest of the terms, conditions, and specifications contained in this ITB, including any provisions governing the methods for ranking bids, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the ITB or the addenda to the ITB that contains the new term, condition or specification that is protested. The formal written protest shall be filed within 10 days after the date the notice of protest is filed with a bond pursuant to Section 287.042(2)(c), Florida Statutes. The Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The formal written protest shall state

with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods.

The failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1-25 PUBLICITY

The respondent shall obtain prior approval of the District for all news releases or other publicity pertaining to this bid or the service or any project to which it relates.

1-26 WAIVER OF MINOR IRREGULARITIES

The District may waive minor irregularities in bids received where such is merely a matter of form and not substance. Minor irregularities are defined as any deviation from a mandatory requirement of the ITB that, if waived, will not have an adverse effect on the District's interest and will not give a respondent an advantage or benefit not enjoyed by the other respondents. The District is not required to waive a minor irregularity and has the sole discretion to determine whether a minor irregularity should be waived.

1-27 VENDOR CHECKLIST

Please review this checklist (ITB 20B-005) to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

- Have you performed a final review of your bid to ensure you included all required documentation? **The omission of required items shall result in rejection of the bid.**
- Have you completed, signed, and included the **Contractor Information Form**?
- Have you completed, signed and included the **Bid Sheet and Bidder Acknowledgement forms**? Have you verified all amounts to ensure that they are complete and accurate?
- Have you selected the method of shipping that will ensure that your response will arrive before the deadline. Responses received after the date and time specified will not be considered.
- Have you provided evidence of your Minority Business, Veteran's Business and/or Drug-Free Workplace designation, if applicable (reference PART VI Contractor Information Form)? Please attach any pertinent documents to the Invitation to Bid package.
- If a conflict of interest exists as described in *Section 1.7 Conflict of Interest*, have you included a statement of disclosure?
- Have you included a **Bid Bond** of \$7,500 as described in Sections 1-13 *Bid Bond and Performance Bond* and 3-1, C?

- Have you selected the method of shipping (in person, by mail, or commercial courier) that will ensure that your response will arrive before the deadline?
- Is your envelope properly marked and are there two copies of the bid included? See *Section 1.12 Bid Submission and Withdrawal* of this ITB for further details. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your bid is opened prior to the designated date and time, it cannot be considered.

PART II
SCOPE OF SERVICES

The Northwest Florida Water Management District will select one contractor to provide monthly rental of up to 13 handicap (**ADA compliant**) portable toilet units and six regular portable toilet units to include initial delivery and service once per week at the sites listed below. In addition, the contractor will also service four district-owned toilets. The contractor will be required to install hand sanitizer dispensers and hand sanitizer in all units that are serviced. Most sites have wooden platforms upon which the portable units will be placed and secured by fastening to the wooden deck.

Please review the attached draft “*Rental and Service of Portable Toilets and District-Owned Toilets in Escambia and Santa Rosa Counties Agreement*” for the complete Description of Work (Section 4), including all required locations, specifications, schedules, instructions, and terms and conditions.

The toilet units will be located at the following site locations (see enclosed maps):

Site No./ Name	County	Number of Units	Type(s) of Unit
1. Bogia	Escambia	1	Handicap
2. Bluff Springs	Escambia	2	Handicap
3. Cotton Lake	Escambia	1	Handicap
	Escambia	1	Regular
4. Fillingim Landing	Escambia	1	Handicap
	Escambia	3	Regular
5. Mystic Springs	Escambia	2	Handicap
6. Otto Hill Camp	Escambia	1	Handicap
7. Sand Landing Ramp	Escambia	1	Handicap

8. Sand Landing Camp *	Escambia	1	Handicap
9. Simpson River	Santa Rosa	1	Handicap
10. The Pipes Landing	Escambia	1	Handicap
	Escambia	1	Regular
11. Williams Lake	Santa Rosa	1	Handicap
	Santa Rosa	1	Regular
12. Burnt Car Landing*	Escambia	1	District-owned
13. Muscogee Spot*	Escambia	1	District-owned
14. Sand Landing Camp*	Escambia	1	District-owned
15. Otto Hill Camp*	Escambia	1	District-owned
Total Units		23	(13 Handicap; 6 Regular; 4 District-owned)

*Unit(s) will not be placed or serviced at this location on April 1, 2020. If a site listed above has a portable toilet that is replaced with a District-owned toilet (for example, Otto Hill), the contractor will be instructed to remove the portable toilet and service will continue for the District-owned toilet instead.

PART III

BID REQUIREMENTS

3-1 RULES FOR BIDS

- A. All bids must comply with applicable Florida Statutes, laws, and rules.
- B. **Two copies** of the bid must be submitted in a properly marked envelope or box in person, by mail, or commercial courier. See PART 1, *Section 1.12 Bid Submission and Withdrawal* of this ITB for further details.
- C. All bids shall be completed and submitted on the attached **Bid Sheet and Bidder Acknowledgement forms** (PART 5) and must be accompanied by a **Bid Bond**. See *Section 1.13 Bid Bond and Performance Bond*.

- D.** The District is not subject to Florida sales tax or to any federal excise taxes on all sales made **directly** to the District, and neither shall be included in the bid price.
- E.** Any transportation or other charges incurred in the delivery of products or services as specified must be included in the bid price.
- F.** All costs whether direct or indirect which will be ultimately paid by the District must be included in the bid price. Any indirect, overhead, profit margin or other such costs, however named, must also be included in the bid price.
- G.** The award hereunder is subject to Chapter 112, Florida Statutes. All bidders shall disclose with their bids the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries or branches.
- H.** The successful bidder will be required to complete a Vendor Registration Form and W-9 Form once the awarded contractor is notified by the District Project Manager.

PART IV

EVALUATION OF BIDS

The contract will be awarded in the best interest of the District, based on the lowest estimated total cost to the District, from those bids submitted by contractors considered qualified by the District and able to perform the work in the time allowed as described in this ITB. The Estimated Total Cost for April 1, 2020 through March 31, 2026 (Table 3 on page 15) for servicing units will receive primary consideration (84 percent); however, replacement costs (Table 4 on page 15) for a handicap (ADA Compliant) Portable Toilet Unit will receive 8.5 percent consideration, a regular portable toilet unit will receive three percent consideration, a hand sanitizer dispenser will receive .50 percent consideration and a bag of hand sanitizer will receive four percent consideration.

The District anticipates awarding the contract to the bidder that meets the following criteria:

- A.** Contractor submits a qualified responsive bid judged by the District to be the lowest cost for the specified services.
- B.** If two or more bids are tied, the tie will be broken by the respondent earning the most points from the following, each being assigned one point for a total of up to three points: (1) to the respondent that certifies compliance with s. 287.057(11), F.S., as a certified minority business enterprise; (2) to the respondent that certifies compliance with s. 295.187(4), F.S., as a certified veteran's business enterprise; and (3) to the respondent that certifies compliance with s. 287.087, F.S., having implemented a Drug-Free Workplace program. If there is still a tie, the tie will be broken by lot (for example, coin toss).

BID SHEET AND BIDDER ACKNOWLEDGMENT FORM FOR ITB 20B-005

PART V

BID SHEET FOR SERVICE OF UNITS

**Monthly Bid Price for Service of Units for April 1, 2020
through March 31, 2023 (initial term)**

Table 1

COUNTY	TYPE OF UNIT	NUMBER OF UNITS		MONTHLY PRICE		TOTAL MONTHLY BID
Escambia	Handicap	11	X		=	\$
	Regular	5	X		=	\$
	District Owned	4	X		=	\$
Santa Rosa	Handicap	2	X		=	\$
	Regular	1	X		=	\$
	Total Monthly Bid					\$

**Monthly Bid Price for Service of Units for April 1, 2023 through March 31, 2026
(contingent on contract renewal)**

Table 2

COUNTY	TYPE OF UNIT	NUMBER OF UNITS		MONTHLY PRICE		TOTAL MONTHLY BID
Escambia	Handicap	11	X		=	\$
	Regular	5	X		=	\$
	District Owned	4	X		=	\$
Santa Rosa	Handicap	2	X		=	\$
	Regular	1	X		=	\$
	Total Monthly Bid					\$

BID SUMMARY SHEET

Estimated Total Cost Calculation for Service of Units-Table 3

BID/CONTRACT TERM	TOTAL MONTHLY BID		NUMBER OF MONTHS		NUMBER OF YEARS	=	ESTIMATED TOTAL COST FOR CONTRACT TERM
April 1, 2020 through March 31, 2023	\$	X	12	X	3	=	\$
April 1, 2023 through March 31, 2026	\$	X	12	X	3	=	\$
ESTIMATED TOTAL COST: (APRIL 1, 2020 THROUGH MARCH 31, 2026)							\$

“**Total Monthly Bid**” is calculated based on deployment and/or service of all specified toilets during a single month. “**Estimated Total Cost**” are calculated based upon deployment and/or service of all toilets for 12 months of the year, each year. Since some of the toilets will not be deployed or serviced for all months of every year, this will not be the actual amount paid. The District will pay only for installed and serviced toilets or serviced only of District-owned toilets at the rates shown on the bid sheet. The “Total Monthly Bid” and “Estimated Total Cost” are used for bid comparison purposes to select the contractor that will provide the specified services at the lowest rate for the entire estimated term of the contract (three-year contract with a potential three-year renewal term).

Other Equipment Cost (Table 4)

The District is requesting a price for the equipment listed below, but reserves the right to purchase these items from another vendor if it is in the District’s best interest to do so.

TYPE OF UNIT	PER UNIT 04/01/20 TO 03/31/23	PER UNIT 04/01/23 TO 03/31/26
Handicap (ADA Compliant) Portable Toilet Unit	\$_____ per unit	\$_____ per unit
Regular Portable Toilet Unit	\$_____ per unit	\$_____ per unit
Hand Sanitizer Dispenser	\$_____ per dispenser	\$_____ per dispenser
Bag of Hand Sanitizer	\$_____ per bag of hand sanitizer	\$_____ per bag of hand sanitizer

BIDDER ACKNOWLEDGMENT

I, the undersigned, having read all parts of this Invitation to Bid, **ITB No. 20B-005**, titled **“RENTAL AND SERVICE OF PORTABLE TOILETS AND DISTRICT-OWNED TOILETS IN ESCAMBIA AND SANTA ROSA COUNTIES,”** including any and all addenda, and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

Authorized Signature

Position or Title

Printed Name of Above Signature

Agency or Company

(The area below this line is to be completed by NFWMD Agency Clerk only.)

Unsigned bids shall be rejected by the Agency Clerk of the Northwest Florida Water Management District.

Agency Clerk
Northwest Florida Water Management District

PART VI

CONTRACTOR INFORMATION FORM

1. Contractor Information			
Contractor Firm Name:			
Contact Person Name & Title:			
Mailing Address:			
City, State & Zip:			
Contact Phone Number:		Fax Number:	
E-mail Address:			
Federal Employer ID or Social Security #:			
Is this firm a certified minority business enterprise? If yes, please provide documentation.			Check One: Yes <input type="checkbox"/> No <input type="checkbox"/>
Is this firm a certified veteran's business enterprise in compliance with s. 295.187(4), F.S.? If yes, please provide documentation.			Check One: Yes <input type="checkbox"/> No <input type="checkbox"/>
Has this firm implemented a Drug-Free Workplace program in compliance with s. 287.087, F.S.? If yes, please provide documentation.			Check One: Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Subcontractor Information (if necessary, please attach information for additional subcontractors)			
Subcontractor 1 Firm Name:			
Mailing Address:			
City, State & Zip:			
Type of Work:			
Federal Employer ID or Social Security #:			
3. Contractor's Statement of Qualification			
I understand that the above qualification and experience criteria are required to submit a bid in response to ITB 20B-005. By signing this application, I acknowledge that all qualifications and experience criteria are met.			
_____		_____	
Person Completing Form (print name)		Signature	

Unsigned proposals shall be rejected by the Agency Clerk of the Northwest Florida Water Management District.

PART VII

**DRAFT AGREEMENT
RENTAL AND SERVICE OF PORTABLE TOILETS AND DISTRICT-OWNED
TOILETS IN ESCAMBIA AND SANTA ROSA COUNTIES**

DRAFT AGREEMENT

Please see the attached draft Agreement. This agreement is subject to change subsequent to District legal counsel review.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Rental and Service of Portable Toilets And District-Owned Toilets in Escambia and Santa Rosa Counties

NWFWMD Agreement No. 20-???

This Agreement (the “Agreement”) is by and between the Northwest Florida Water Management District (hereinafter, the District) and _____ (hereinafter, the Contractor). The District and the Contractor hereby agree as follows:

SECTION 1

Scope of Services

- A. The Contractor shall perform and render all services as an independent Contractor of the District and not as an agent, representative, or employee of the District. Services shall be provided in accordance with the Contractor’s bid submitted under Invitation to Bid (ITB) 20B-005 entitled **“Rental and Service of Portable Toilets and District-owned Toilets in Escambia and Santa Rosa Counties”** incorporated herein by reference.
- B. The contract documents which make up this Agreement consist of this Agreement document, Invitation to Bid No. 20B-005, Contractor’s bid response, technical specifications, all addenda issued prior to the execution of this Agreement, the bid submitted by the Contractor, and all modifications issued subsequent thereto. These documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.

SECTION 2

Responsibilities of Contractor

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all work and services provided to the District under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the District in reports, drawings, and in conjunction with all other services provided for under this Agreement.
- B. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor’s negligent performance of any of the services furnished under this Agreement.

- C. The Contractor's obligations under this Section are in addition to the Contractor's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in work.
- D. The Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- E. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- F. The Contractor certifies that it and any of its affiliates are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Vendor is found to have submitted a false certification; or if the Vendor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for one million or more dollars, the Vendor certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in s. 287.135, F.S. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Vendor is found to have submitted a false certification; or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

SECTION 3

Truth-In-Negotiations

The Contractor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of this Agreement.

SECTION 4

Description of Work

Portable Toilet Units

The Contractor shall provide up to 13 handicap (ADA compliant) and up to six regular portable toilet units initially, including initial delivery and service once per week at the sites listed on the schedule. However, if a portable toilet is replaced at the District's expense, the portable toilet then becomes the property of the District and the Contractor shall service once per week as outlined in this section. Most sites have wooden platforms upon which the units will be placed and secured by fastening to the wooden deck. Weekly service shall include the removal of waste, addition of fresh toilet chemical treatment, cleaning of interior of unit, providing and adding hand sanitizer dispenser and hand sanitizer as needed (this is a permit requirement from the Department of Health), and supplying each unit with two rolls of tissue paper. Servicing must occur once a week, and at least once every seven days. The Contractor must ensure that the interior and exterior of the units remain clean and in good working condition. All hardware and working parts of the toilets (door hinges, springs, latches, vent screens, toilet seats, tissue holders, etc.) shall be maintained. In addition to regular maintenance, the exterior of each unit must receive a thorough cleaning/washing as needed throughout the year. The District reserves the right to require that a unit be replaced if its condition is determined to be unacceptable to either District staff or the local health department.

Replacement of Portable Toilets

In the event a portable toilet is replaced for any reason, the cost of the unit will be at the District's expense, however, the replaced unit shall become the property of the District. The Contractor shall request and receive approval from the District's Project Manager to replace a unit. Such approval shall be received prior to ordering or incurring any expense. As long as repairs are made to a portable toilet, the portable toilet shall remain the property of the Contractor, however, the parts and labor to conduct such repairs will be at the expense of the Contractor.

District-Owned Toilets

The Contractor shall service up to four District-owned toilets, including service once per week at the sites listed on the schedule. Weekly service shall include the removal of waste, addition of fresh toilet chemical treatment, cleaning of interior of unit, providing and adding hand sanitizer dispenser and hand sanitizer as needed (this is a permit requirement from the Department of Health), and supplying each unit with two rolls of tissue paper. Servicing must occur once a week, and at least once every seven days. The Contractor must ensure that the interior and exterior of the units remain clean and in good working condition. All hardware and working parts of the toilets (door hinges, springs, latches, vent screens, toilet seats, tissue holders, etc.) shall be maintained by the District for District-owned toilets only. In addition to regular maintenance, the exterior of each unit must receive a thorough cleaning/washing as needed throughout the year.

The District reserves the right to add or delete units/sites as needed through written notice to the Contractor in the form of an amendment to this Agreement (See Section 17). All portable units

must be placed on site and ready for use effective April 1, 2020. The units installed on April 1, 2020 may be new or used (only if in good condition); the units must be clean (interior and exterior); and all hardware must be in good working order. Placement of used portable toilets shall be subject to District approval.

Hand Sanitizer

The Contractor shall be responsible for installing hand sanitizer dispensers in each unit. Each time the units are serviced, the Contractor shall be responsible for checking the dispenser and, if necessary, refilling the dispenser with a new bag of hand sanitizer. This is a requirement for the permit from Department of Health. The hand sanitizer dispenser shall be cleaned on a weekly basis and any missing dispenser shall be replaced as necessary. The hand sanitizer should be alcohol based or equivalent, i.e. rub on hands and evaporate, leaving the hands dry. The selection of hand sanitizer will be approved by the District for this Invitation to Bid. A separate purchase order will be issued for the dispenser and hand sanitizer.

The Contractor is required to provide and complete the Service Record (as a sticker) posted inside each unit each time the unit is serviced. The Service Record inside each unit shall be initialed by the employee conducting the service and dated.

SECTION 5

Insurance

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than \$1,000,000 for each accident for Bodily Injury by Accident, \$1,000,000 policy limit and \$1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning work, and all such insurance policies shall provide for a ten (10) business day notice to the District of cancellation or any material change in the terms of the insurance policies.

If the Contractor shall fail to complete work within the Project Schedule, or extension of time granted by the District, then the Contractor shall be in default after the time stipulated in this Agreement and may forfeit the performance bond required in Section 22.

SECTION 6

Subcontracts

A. The Contractor shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Contractor's proposal for this Agreement are pre-approved for use under any Change Order or Purchase Order.

- B. When applicable the Contractor shall cause the names of subcontractor firms responsible for portions of the work to appear on such work.
- C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. The Contractor agrees to provide the District with an executed copy of all subcontracts within ten (10) days after the effective date thereof.
- D. The Contractor agrees to be responsible for the fulfillment of all work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

SECTION 7

Indemnification

The Contractor agrees to assume full responsibility and be liable for all damages to persons or property incurred in or resulting from the rental and service of portable toilets and District-owned toilets in Escambia and Santa Rosa Counties; except to the extent such damages are due to the negligence or willful misconduct of the District, or the District's representatives; and the Contractor agrees further, by acceptance of the award of this Agreement, to release, acquit, indemnify, save and hold harmless the District, its officers, agents, and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the work to be performed under this Agreement, except to the extent of any claim arising from the negligence or willful misconduct of the District.

SECTION 8

Termination of Agreement

- A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This Section 8 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed 30 days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new tasks requiring additional compensation without approval by the District.

- C. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This Section 8 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- D. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed 30 days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new tasks requiring additional compensation without written approval by the District.
- E. The District may at any time and for any reason terminate this Agreement at the District's convenience. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the work and procurement for all materials and services in connection with the performance of this Agreement.
- F. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including but not limited to the right to consequential or incidental damages.
- G. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination; provided, however that the Contractor agrees that it will make no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all work products completed or in progress at the date of termination.

SECTION 9

Compensation

- A. Maximum compensation under this Agreement shall not exceed the availability of funds and current budget authorizations as approved by the District Governing Board.
- B. The Contractor may submit invoices no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of the Agreement to assure the availability of funding for final payment.

- C. The compensation amount (the “Compensation Amount”) will be determined on the basis of the amount bid per unit as set forth in Exhibit A: Contractor Bid for “**Rental and Service of Portable Toilets and District-owned Toilets**”, attached hereto and made a part hereof. Any subcontractor fees and direct expenses (ODCs) required for completion of the Work should have been included in the Contractor’s bid price and will be the responsibility of the Contractor.
- D. Payment will be made upon inspection and approval of deliverables within thirty (30) days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. Invoices shall include the Contractor name and address, date, time period covered by the invoice, District contract number, total payment requested. Invoices shall not be submitted more frequently than monthly.
- E. Payments for rental and service of toilets and maintenance will be subject to inspection and approval by the District’s on-site supervisor (usually a Lands Manager) or by the Asset Management Administrator who will be the project manager. The Project Manager, will determine, in his /her sole discretion, whether or not the Contractor has successfully completed the authorized work as outlined in this Agreement. Payment will not be made until the District receives written authorization to do so by the District Project Manager.
- F. An original invoice, including appropriate backup documentation, shall be submitted to both the District’s Project Manager at the contact information included in Section 17.B, and the District’s Accounting Department, at the contact information listed below. An original invoice may be submitted either electronically or in hard copy. Payment will be made upon inspection and approval of deliverables and within 30 days of receipt of an approved invoice.

Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
AccountsPayable@nwfwater.com

SECTION 10

Financial Consequences and Remedies

In accordance with s. 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance as follows. If the Contractor fails to provide the services as outlined in Section 4, Description of Work, and when specified in this Agreement, the District shall have the right to withhold payment for services not received or not performed in accordance with this Agreement.

In addition, the Contractor is required to provide and complete the Service Record (as a sticker) posted inside each unit each time the unit is serviced. The Service Record inside each unit shall be initialed by the employee conducting the service and dated. If the Contractor fails to initial and date the Service Record posted inside each unit, the monthly invoice shall be reduced by \$5.00 per week that the Service Record was not initialed and dated within the month. If a unit is not serviced in a week, one-fourth of the monthly fee for that unit will be deducted by the District.

Cumulative Remedies. The rights and remedies of the District in this Section 10 are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11

Public Entity Crime/Discriminatory Vendor List

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.
- B. 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 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. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.

SECTION 12

Choice of Law/Forum

- A. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.
- B. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

SECTION 13

Agency Inspectors General

The Contractor understands and shall comply with section 20.055(5), Florida Statutes, which states: It is the duty of every state officer, employee, agency, special district, board, commission, Contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to this section.

SECTION 14

Access to Records for the Purpose of Audits

- A. The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in section 119.011(12), F.S. and Contractor shall keep and maintain such records as required by Florida Public Records law.
- C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- D. If the Contractor meets the definition of “Contractor” found in section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
 - ii. Upon request from the District’s custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.

- iii. The Contractor shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
- iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at ombudsman@nfwwater.com; or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

SECTION 15

Execution of Counterparts

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SECTION 16

District Performance

The District's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature and/or approval of the District's annually adopted budget.

SECTION 17

Approvals and Notices

A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed in 18.B. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

B. The District's Contract Manager for this Agreement is identified below:

Carol Bert, or successor
Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333-4712
Telephone No.: (850) 539-5999
Fax No.: (850) 539-2777
E-mail Address: Carol.Bert@nwfwater.com

The Contractor's Project Manager for this Agreement is identified below:

[Contractor's Project Manager's Name], or successor
[Company Name]
[Office or Program Name, if applicable]
[Mailing Address]
[City, State and Zip]
Telephone No.: (XXX) XXX-XXXX
Fax No.: (XXX) XXX-XXXX
E-mail Address:

C. No amendment to this Agreement shall be effective unless reduced to writing and executed by the parties hereto.

D. The District and the Contractor may, by written order designated to be an amendment, agree that additional work shall be undertaken within the general scope of this Agreement.

E. The District shall, at its sole discretion, determine whether the services has been satisfactorily completed.

F. The District reserves the option to renew for one additional three-year period with the Contractor, subject to satisfactory performance. Rates for the renewal period shall be as specified in Exhibit A attached hereto.

- G. The Contractor agrees to assume responsibility for all claims, demands, liabilities, and suits of any nature to the extent resulting from any act or failure to act by the Contractor, its agents or employees to the extent permitted by Florida law.
- H. The District may unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement.

SECTION 18

Agreement as Including Entire Agreement

This Agreement, including Contractor's Bid submitted for ITB No. 20B-005, the District's Invitation to Bid package, and supporting documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto.

SECTION 19

Release of Information

The Contractor agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the District unless authorized in writing by the District, required by Florida Public Records law under Chapter 119, Florida Statutes, or required by court order. All drawings, specifications, diagrams, reports, documents, etc., furnished by the Contractor pursuant to this Agreement shall become the sole property of the District, and may be subject to disclosure by the District under Chapter 119, Florida Statutes.

SECTION 20

Lobbying

As provided under s. 216.347, Florida Statutes, expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

SECTION 21

Independent Contractor

The Contractor, and any of its employees, agents, or assigns, are independent contractors and not employees, representatives, or agents of the District.

SECTION 22

Performance Bond

The bid bond received from the selected Contractor shall be converted to a performance bond in an amount equal to \$7,500 and shall be held by the District to insure contract compliance and to pay any damages sustained by the District due to the Contractor's negligence or breach of contract; provided, however, that such Performance Bond shall not relieve Contractor from its obligation to indemnify as provided in Section 7 hereof. The Performance Bond shall be returned to the Contractor within thirty (30) days of successful completion of all terms and conditions of this Agreement.

SECTION 23

Time of Performance

- A. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Contract Completion Date shall survive termination or expiration of this Agreement.
- B. This Agreement is effective on April 1, 2020 and shall remain in effect through March 31, 2023. The District's performance and obligation to pay under this Agreement is contingent upon annual appropriation by the Florida Legislature and/or approval of the District's annual budget.
- C. The Contractor shall proceed with the work at such rate of progress to insure full completion within the Project Schedule. It is expressly understood and agreed, by and between the Contractor and the District, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- D. If the Contractor shall fail to complete work within the Project Schedule, or extension of time granted by the District, then the Contractor shall be in default after the time stipulated in this Agreement and may forfeit the performance bond required in Section 22.

SECTION 24

Force Majeure and Delays

- A. Force Majeure. The Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a force majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A force majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of

Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of force majeure.

- B. Delay. The Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the work. Within ten days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description of the delay and its probable duration, (2) the specified portion of the work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District Contractor to complete its work in a timely manner, changes ordered in the work, a force majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Agreement may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

SECTION 25

Ownership of Documents and Deliverables

- A. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.
- B. All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a "work made for hire" as defined by the patent and copyright laws of the United States. Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.

C. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for other than the purpose intended by this Agreement shall be at the District's sole risk and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the District. Consultant shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CONTRACTOR

**NORTHWEST FLORIDA
WATER MANAGEMENT
DISTRICT**

By: _____

By: _____

Print Name: _____

Print Title: _____

Date: _____

Date: _____

EXHIBIT A

**COUNTY LOCATIONS, UNIT TYPE, AND
MONTHLY SERVICE PRICE PER TYPE OF UNIT BID BY **SELECTED CONTRACTOR****

COUNTY	TYPE OF UNIT	2020-2023 MONTHLY PRICE PER UNIT TYPE	2023-2026 MONTHLY PRICE PER UNIT TYPE
Escambia	Handicap	\$	\$
	Regular	\$	\$
	District Owned	\$	\$
Santa Rosa	Handicap	\$	\$
	Regular	\$	\$
	District Owned	\$	\$

**OTHER EQUIPMENT COST: HANDICAP (ADA COMPLIANT UNIT),
REGULAR UNIT, HAND SANITIZER DISPENSER AND HAND SANITIZER**

TYPE OF UNIT	PER UNIT 04/01/20 TO 03/31/23	PER UNIT 04/01/23 TO 03/31/26
Handicap (ADA Compliant) Portable Toilet Unit	\$_____ per unit	\$_____ per unit
Regular Portable Toilet Unit	\$_____ per unit	\$_____ per unit
Hand Sanitizer Dispenser	\$_____ per dispenser	\$_____ per dispenser
Bag of Hand Sanitizer	\$_____ per bag of hand sanitizer	\$_____ per bag of hand sanitizer

Exhibit Map B



Exhibit Map C

