

## NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

### INVITATION TO BID 21B-010

#### **RENTAL AND SERVICE OF PORTABLE AND COMPOST TOILETS ON DISTRICT LANDS**

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, FL 32333, is soliciting bids to provide monthly rental and service of up to 40 handicap (**ADA compliant**) portable toilet units, 23 regular portable toilet units and the servicing of six compost toilets.

**The deadline for submission of bids is 2:00 P.M. Eastern Time (ET), August 23, 2021.** The opening of the sealed bids will be livestreamed and can be viewed by clicking on the following link: <https://www.nfwwater.com/Contact-Us/Meetings>. Attendance is unnecessary. However, if requested, provisions will be made to accommodate the handicapped provided the District is given at least 72 hours advance notice. All bids must conform to the instructions in the Invitation to Bid (ITB) and comply with applicable Florida Statutes. Interested parties may obtain a copy of the complete ITB package from the District's website (<http://www.nfwwater.com>) or a copy of the complete ITB package may be obtained from the State of Florida's Vendor Bid System website at: [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). A copy of the complete ITB package can also be obtained at the above address or by calling (850) 539-5999.

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## PART 1

### GENERAL INFORMATION

#### 1.1 DEFINITIONS

For the purpose of this bid, “respondent or bidder” means contractor, vendors, consultants, organizations, firms, or other persons submitting a response to this Invitation to Bid.

#### 1.2 PURPOSE

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, (hereinafter referred to as the “District”) is issuing this Invitation to Bid (ITB) for the project titled “**RENTAL AND SERVICE OF PORTABLE AND COMPOST TOILETS ON DISTRICT LANDS.**”

#### 1.3 ISSUING OFFICE, DATE AND LOCATION OF PUBLIC OPENING

Northwest Florida Water Management District (Headquarters)  
81 Water Management Drive  
Havana, Florida 32333-4712

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:00 P.M. EASTERN TIME (ET),  
AUGUST 23, 2021, THE DAY OF THE PUBLIC OPENING.**

The opening of the sealed bids will also be livestreamed and can be viewed by clicking on the following link: <https://www.nfwwater.com/Contact-Us/Meetings>.

#### 1.4 INVITATION TO BID

The District solicits bids for the services of responsible bidders to provide monthly rental and service of up to 40 handicap (**ADA compliant**) portable toilet units, 23 regular portable toilet units and servicing of six compost toilets on District lands.

#### 1.5 AWARDING OF BIDS

The District anticipates entering into an agreement with the respondent(s) who submits the bid judged by the District to be the most advantageous. The agreement is for a three-year term and subject to satisfactory performance, the option to renew for a single additional three-year term. Pricing for the additional three-year term will be in accordance with the pricing outlined in the respondent’s bid for the period November 1, 2024 through October 31, 2027. The District reserves the right to award to the next lowest respondent(s) in the event the successful respondent(s) fail to enter into the Agreement(s), or the Agreement(s) with said respondent(s) is terminated within 90 days of the effective date.

**The respondent understands that this bid does not constitute an agreement or a contract with the District. An official contract or agreement is not binding until the 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 respondent submitting the lowest responsive price, 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 an award shall be posted to the District's website and the State of Florida's Vendor Bid System website.

### **1.6 DEVELOPMENT COSTS**

The District shall not be responsible or liable for any expenses incurred in connection with the preparation of a response to this bid. Respondents should prepare the bid simply and economically, to provide a straightforward and concise description of the respondent's 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 District or the State of Florida, or any of the State 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 bid. All bids must comply with applicable Florida Statutes, laws, and rules.

### **1.9 ORAL PRESENTATIONS**

There will not be oral presentations for this solicitation.

### **1.10 INQUIRIES**

All questions regarding this ITB shall be provided to the Procurement Officer, Carol Bert at [Carol.Bert@nwfwater.com](mailto:Carol.Bert@nwfwater.com) by no later than 1:00 p.m. Eastern Time (ET) on Thursday, August 5, 2021. Inquiries shall reference the date of the ITB opening and ITB title and number.

The District will post addenda 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 1.15 Addenda*).

Firms are responsible to check the District's website or State of Florida's Vendor Bid System website for addenda.

### **1.11 TIMETABLE**

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

- A. On July 19, 2021, the District issues the Invitation to Bid.
- B. From July 19, 2021 until 1:00 p.m. Eastern Time (ET) on August 5, 2021, the District will receive written inquiries on the ITB (received by email).
- C. If substantive questions are received, the District will issue an Addendum at least (10) calendar days prior to the bid opening date.
- D. Bid Opening Deadline: The sealed bids will be opened at 2:00 P.M. Eastern Time (ET), August 23, 2021\*. Bids received after the opening deadline will not be considered.
- E. From opening time, the District will review and evaluate the bids on a timely basis.
- F. The District may enter into a contract(s) with the qualified respondent(s) submitting the most responsive bid(s) after conducting negotiations and obtaining appropriate approvals.

\*Denotes a public meeting.

### **1.12 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.

### **1.13 SUBMISSION AND WITHDRAWAL**

The respondent must submit the bid 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, FL 32333-4712

**Please be advised that mail delivery to the District is not always by 2:00 P.M. Eastern Time.** Bids not submitted to this address do not constitute "delivery" and are not considered "received by" the District as required by this ITB. Submittal of bids other than in person, by mail, or courier such as UPS etc. shall not be accepted.

Respondents shall submit one printed copy of the bid in a sealed, opaque envelope or box. **The face of the envelope or box shall state in capital letters:**

**“SEALED BID FOR ITB 21B-010, RENTAL AND SERVICE OF PORTABLE AND COMPOST TOILETS ON DISTRICT LANDS TO BE OPENED, AUGUST 23, 2021 AT 2:00 P.M. (EASTERN TIME) AT THE HEADQUARTERS OF 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 opening deadline will not be considered. **Bids received by the opening deadline but not properly sealed and labeled shall not be considered.**

Respondents who utilize courier service packing and shipping materials shall place the bid 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.** If a respondent chooses to hand deliver a sealed bid in person during regular business hours of 8:00 A.M. (ET) to 5:00 P.M. (ET), a receptionist will be available to receive the respondent’s bid.

Telephone confirmation of timely receipt of the bid may be made by calling (850) 539-5999 and asking for the Agency Clerk before the proposal opening time. Submittal of bids other than in person, by mail, or courier such as UPS etc. shall not be accepted.

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 Format, Bidder Information Form and the Bid Sheets and Bidder Acknowledgement** (see PART 5 of this ITB). All blank spaces for prices must be filled in, in ink or typewritten, and the forms must be fully completed and executed when submitted.

Respondents must satisfy themselves of the accuracy of their response in the **Bid Format, Bidder Information Form and the Bid Sheets and Bidder Acknowledgement** 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 opening, whichever is earlier.

### 1.14 BID BOND

In addition to the bid, bidders must submit a bid bond in the amount of \$5,000.00 for the “Rental and Service of Portable and Compost Toilets On District Lands” bid. Bidders may submit either: 1) a Cashier’s check or money order made payable to: “Northwest Florida Water Management District”; or 2) a surety bid bond. A Cashier’s check or money order received from the selected bidder shall be converted to a performance bond and will be subject to provisions contained within the agreement. The bid bond shall be returned to the unsuccessful bidders following the award of the contract by the Northwest Florida Water Management District to the successful bidder. All checks must be made out to the “Northwest Florida Water Management District or <insert your company name here>”. This type of check must include **both** the name of the District **and** the name of the company, **separated by the word “or”**.

Attorneys-in-fact who sign surety bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney. **IMPORTANT** - Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended, see [https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm) ) and be authorized to transact business in the state where the project is located.

### 1.15 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 respondents 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.

### 1.16 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](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified).



### **1.17 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, 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, State Purchasing Division, at (850) 488-8440 or send email to [purchasingcustomerservice@dms.myflorida.com](mailto:purchasingcustomerservice@dms.myflorida.com).

### **1.18 DISCRIMINATORY VENDOR LIST**

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](mailto:purchasingcustomerservice@dms.myflorida.com).

### **1.19 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; 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.

### **1.20 INSPECTOR GENERAL COOPERATION**

Prospective vendor 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."

### **1.21 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS**

Prospective vendor 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.

### **1.22 INSURANCE**

The prospective vendor, 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.

### **1.23 PROHIBITED 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, respondents to this solicitation or persons acting on their behalf shall not contact any employee or officer of the District or 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.

#### **1.24 SPECIFICATION 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 COOPERATIVE PURCHASING**

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-District purchases are independent of the agreement between District and Vendor, and the District shall not be a party to any transaction between the Vendor and any other purchaser.

## PART 2

### SCOPE

The Northwest Florida Water Management District will select at least one Contractor, but no more than three Contractors, to provide monthly rental and service of up to 40 handicap (**ADA compliant**) portable toilet units, 23 regular portable toilet units and the servicing of six compost toilets. The Scope of Work for portable toilets shall include initial delivery and service. Most sites have wooden or concrete platforms upon which the units will be placed and secured by fastening to the deck.

Please review the attached draft *“Agreement for Rental and Service of Portable and Compost Toilets on District Lands”* for the complete Description of Work (Section 1), 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):

#### East Region Locations

<b>Site No./ Name</b>	<b>County</b>	<b>Number Of Units</b>	<b>Type(s) of Unit(s) Per Site</b>
1. Johnny Boy Landing	Calhoun	1	handicap
		1	regular
2. Look -N- Tremble	Calhoun	1	handicap
		1	regular
3. Florida River Island	Liberty	1	Compost
	<b>Total Units</b>	<b>5</b>	<b>(2 Handicap; 2 Regular; 1 Compost)</b>

**Central Region Locations**

<b>Site No./ Name</b>	<b>County</b>	<b>Number Of Units</b>	<b>Type(s) of Unit(s) Per Site</b>
1. Pitt Spring	Bay	2	compost
2. Econfina Canoe Launch	Bay	1	regular
3. Williford Spring	Washington	2	compost
4. Blue Spring	Washington	1	handicap
		1	regular
5. Sparkleberry Lake	Washington	1	handicap
		1	regular
6. Walsingham Park	Washington	1	handicap
7. Devils Hole	Washington	1	handicap
		1	regular
8. White Oak Landing	Washington	1	handicap
		1	regular
9. Tom Johns Landing	Washington	1	handicap
		1	regular
10. Rattlesnake Lake North	Washington	2	handicap
		1	regular
11. Rattlesnake Lake South	Washington	1	handicap
		1	regular
12. Whitewater	Washington	1	handicap
13. Pine Ridge Trail	Washington	1	handicap
14. Carter Check station	Washington	1	regular
15. Crooms Branch*	Bay	1	handicap
16. Cotton Landing	Washington	1	handicap
		1	regular
17. Spurling Landing	Washington	1	handicap
18. Hightower Spring	Washington	1	handicap
19. Live Oak Landing	Washington	1	handicap
20. Boynton Cutoff	Washington	1	handicap
21. Seven Runs Creek	Walton	1	handicap
22. Lost Lake Boat Ramp	Walton	1	regular
23. Lost Lake Campsite	Walton	1	regular
24. Burnt Sock Landing	Washington	1	handicap
25. Brunson Landing	Washington	1	handicap
26. McCormick Spring	Bay	1	handicap

27. Cypress Spring	Washington	1	handicap
		3	regular
<b>Total Units</b>		<b>41</b>	<b>(22 Handicap; 15 Regular; 4 Compost)</b>

\*The Crooms Branch unit will be installed on November 1st of each year and relocated to White Oak Landing on May 1st of each year to supplement the other toilets at that location, then returned to Crooms Branch on November 1st.

**West Region Locations**

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
			regular
4. Fillingim Landing	Escambia	1	handicap
		3	regular
5. Mystic Springs	Escambia	2	handicap
6. Otto Hill Camp	Escambia	2	handicap
7. Simpson River	Santa Rosa	1	handicap
8. The Pipes Landing	Escambia	1	handicap
		1	regular
9. Williams Lake	Santa Rosa	1	handicap
		1	regular
10. Burnt Car Landing*	Escambia	1	handicap
11. Muscogee Spot*	Escambia	1	handicap
12. Sand Landing Camp*	Escambia	1	handicap
13. Sand Landing Ramp	Escambia	1	handicap
14. Horse Trail Camp*	Escambia	1	compost
<b>Total Units</b>		<b>23</b>	<b>(16 Handicap; 6 Regular; 1 Compost)</b>

\* The District will notify the Contractor on when these units will be installed and serviced.

## PART 3

### BID REQUIREMENTS

#### 3.1 RULES FOR THE BID

- A. All bids must comply with applicable Florida Statutes, laws, and rules.
- B. **One printed copy of the bid must be submitted in a properly marked envelope or box in person, by mail, or commercial courier.** See PART 1, *Section 1.13 Submission and Withdrawal* of this ITB for further details.
- C. All bids shall be completed and submitted on the attached **Bid Format, Bidder Information Form, Bid Sheets and Bidder Acknowledgement (PART 5)**.
- D. The award hereunder is subject to Chapter 112, Florida Statutes. All respondents shall disclose with their bids the name of any officer, director, board member, or agent who is also an employee of the District or State of Florida, or any of the State 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.

#### 3.2 BID BOND

In addition to the bid, bidders must submit a Bid or Surety bond in the amount of \$ 5,000.00 for the "Rental and Service of Portable and Compost Toilets on District Lands" bid in accordance with Section 1.14.

#### 3.3 VENDOR REGISTRATION AND W-9 FORMS

The selected vendor(s) will be required to complete a Vendor Registration Form and W-9 Form once the awarded vendor(s) are notified by the District Project Manager.

#### 3.4 VENDOR CHECKLIST

Please review the checklist for this bid (ITB No. 21B-010) to ensure that you have properly followed the instructions. Many bids 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 will result in rejection of the bid.**
- Have you completed, signed, and included the **Bid Format, Bidder Information Form, Bid Sheets and Bidder Acknowledgement (pages 17 through 23)**? Have you verified all amounts to ensure that they are complete and accurate?
- If a conflict of interest exists as described in *Section 1.7 Conflict of Interest*, have you included a statement of disclosure?

- Have you selected the method of shipping (in person, by mail, or commercial courier) that will ensure that your bid will arrive before the deadline?
- Is your envelope properly marked and is there one printed copy of the bid included? See *Section 1.13 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 4

### EVALUATION OF BIDS

The contract will be awarded in the best interest of the District, based on the lowest amount bid submitted by the respondent considered qualified by the District. The District anticipates awarding the contract to the respondent that meet the following criteria:

- A. Vendor submits a qualified responsive bid judged by the District to be the lowest amount bid as entered on the **Bid Sheets and Bidder Acknowledgement**, Pages 19-23.
- 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).



## PART 5 – BID FORMS

### 5.1 BID FORMAT

a) Business Name and Address:

<b>Business Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	

b) Years in Business: \_\_\_\_\_

c) Years of Experience in rental and service of portable toilets: \_\_\_\_\_

d) List of recent rental and service of portable toilets your company handled within the past 36 months:

Date (Month/Year)	Project	For Whom

e) List of pertinent references\*, including names, addresses and telephone numbers:

Name	Address	Phone Number

\*All references must be verified. It is the responsibility of the bidder to ensure that all submitted references are verified. If the reference does not return the District's phone call within seventy-two (72) hours (exclusive of weekends and state holidays) of the time of the District's phone call, the reference will be deemed unverified. References must be current or former clients of the bidding firm; the District will not accept sub-contractor/proposed personnel or personal references of a member of the bidding firm as a substitute for bidder references. Past performance with the District will constitute a reference whether listed or not and will be used by the District to determine the bidder's ability to perform services similar to those described in this Invitation to Bid in a satisfactory manner.

## 5.2 BIDDER INFORMATION FORM

1. Bidder Information	
Bidder Firm Name:	
Is this firm a certified minority business enterprise? If yes, please provide documentation.	<b>Circle One:    Yes    No</b>
Is this firm a certified veteran's business enterprise in compliance with s. 295.187(4), F.S.? If yes, please provide documentation.	<b>Circle One:    Yes    No</b>
Has this firm implemented a Drug-Free Workplace program in compliance with s. 287.087, F.S.? If yes, please provide documentation.	<b>Circle One:    Yes    No</b>
2. Bidder Statement of Qualification	
I understand that the above information is required to submit a bid in response to ITB No. 21B-010. By signing this form, I acknowledge that all information is accurate and correct to the best of my knowledge.	
_____	_____
Person Completing Form (print name)	Signature

**5.3 BID SHEETS AND BIDDER ACKNOWLEDGEMENT**

Complete the following forms.

**BID SHEET FOR EAST REGION (21B-010)**

Portable Toilet Site No./ Name	# of Units	Type(s) of Unit(s) Per Site	Monthly Price per Unit 11/01/21 to 10/31/24	Monthly Price per Unit 11/01/24 to 10/31/27
1. Johnny Boy Landing	1	handicap	\$	\$
	1	regular	\$	\$
2. Look-N-Tremble	1	handicap	\$	\$
	1	regular	\$	\$
3. Florida River Island	1	Compost	\$	\$
<b>Total Units</b> (2 Handicap; 2 Regular; 1 Compost)	<b>5</b>	<b>Total Lump Sum Monthly Bid for East Region</b>		\$
Price <b>per bag</b> for replacement bags of hand sanitizer				\$ /bag
Price <b>per</b> hand sanitizer dispenser				\$ /dispenser

**BID SHEET FOR CENTRAL REGION (21B-010)**

Portable Toilet Site No./ Name	# of Units	Type(s) of Unit(s) Per Site	Monthly Price per Unit	Monthly Price per Unit
			11/01/21 to 10/31/24	11/01/24 to 10/31/27
1. Pitt Spring	2	compost	\$	\$
2. Econfina Canoe Landing	1	regular	\$	\$
3. Williford Spring	2	compost	\$	\$
4. Blue Spring	1	handicap	\$	\$
	1	regular	\$	\$
5. Sparkleberry Lake	1	handicap	\$	\$
	1	regular	\$	\$
6. Walsingham Park	1	handicap	\$	\$
7. Devils Hole	1	handicap	\$	\$
	1	regular	\$	\$
8. White Oak Landing	1	handicap	\$	\$
	1	regular	\$	\$
9. Tom Johns Landing	1	handicap	\$	\$
	1	regular	\$	\$
10. Rattlesnake Lake North	2	handicap	\$	\$
	1	regular	\$	\$
11. Rattlesnake Lake South	1	handicap	\$	\$
	1	regular	\$	\$
12. Whitewater	1	handicap	\$	\$
13. Pine Ridge Trail	1	handicap	\$	\$
14. Carter Check station	1	regular	\$	\$
15. Crooms Branch	1	handicap	\$	\$
16. Cotton Landing	1	handicap	\$	\$
	1	regular	\$	\$
17. Spurling Landing	1	handicap	\$	\$
18. Hightower Spring	1	handicap	\$	\$
19. Live Oak Landing	1	handicap	\$	\$
20. Boynton Cutoff	1	handicap	\$	\$
21. Seven Runs Creek	1	handicap	\$	\$
22. Lost Lake Boat Ramp	1	regular	\$	\$
23. Lost Lake Campsite	1	regular	\$	\$

24. Burnt Sock Landing	1	handicap	\$	\$
25. Brunson Landing	1	handicap	\$	\$
26. McCormick Spring	1	handicap	\$	\$
28. Cypress Spring	1	handicap	\$	\$
	3	regular	\$	\$
<b>Total Units</b> (22 Handicap; 15 Regular; 4 Compost)	<b>41</b>	<b>Total Lump Sum Monthly Bid for Central Region</b>		\$
Price <b>per bag</b> for replacement bags of hand sanitizer				\$ /bag
Price <b>per</b> hand sanitizer dispenser				\$ /dispenser

**BID SHEET FOR WEST REGION (21B-010)**

Portable Toilet Site No./ Name	# of Units	Type(s) of Unit(s) Per Site	Monthly Price per Unit	Monthly Price per Unit
			11/01/21 to 10/31/24	11/01/24 to 10/31/27
1. Bogia	1	handicap	\$	\$
2. Bluff Springs	2	handicap	\$	\$
3. Cotton Lake	1	handicap	\$	\$
	1	regular	\$	\$
4. Fillingim Landing	1	handicap	\$	\$
	3	regular	\$	\$
5. Mystic Springs	2	handicap	\$	\$
6. Otto Hill Camp	2	handicap	\$	\$
7. Simpson River	1	handicap	\$	\$
8. The Pipes Landing	1	handicap	\$	\$
	1	regular	\$	\$
9. Williams Lake	1	handicap		
	1	regular	\$	\$
10. Burnt Car Landing	1	handicap	\$	\$
11. Muscogee Spot	1	handicap	\$	\$
12. Sand Landing Camp	1	handicap	\$	\$
13. Sand Landing Ramp	1	handicap	\$	\$
14. Horse Trail Camp	1	compost	\$	\$
<b>Total Units</b> (16 Handicap; 6 Regular; 1 Compost)	<b>23</b>		<b>Total Lump Sum Monthly Bid for West Region</b>	
			\$	\$
			Price <b>per bag</b> for replacement bags of hand sanitizer	\$ /bag
			Price <b>per</b> hand sanitizer dispenser	\$ /dispenser

The Bidder must include with their bid a \$5000.00 bid bond/security deposit (in the form of a Cashier's Check, Money Order, or Surety Bond).

I, the undersigned, having read all parts of this Invitation to Bid, ITB No. 21B-010, titled "**RENTAL AND SERVICE OF PORTABLE AND COMPOST TOILETS ON DISTRICT LANDS**" 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. I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for the work described herein and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid.

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder Name (Print or Type)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Bidder Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Area Code Telephone Number

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Area Code Fax Number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Federal Employers Identification (FEID#) (Use SS # if no FEID #)

\_\_\_\_\_  
*(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 6**

### **DRAFT AGREEMENT**

Please see the attached Draft Agreement. This Agreement is subject to change subsequent to legal and administrative review.



**Agreement for Rental and Service of Portable and Compost Toilets on District Lands**  
**Between**  
**Northwest Florida Water Management District**  
**And**  
**Contractor**  
**(NFWWMD Contract Number 21-0XX)**

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

**SECTION 1. SCOPE OF SERVICES**

**A. General**

1. 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 (the “Work”) shall be provided in accordance with the Contractor’s bid response submitted under Invitation to Bid (ITB) 21B-010 entitled **Rental and Service of Portable and Compost Toilets on District Lands** set forth in EXHIBIT 1 attached hereto and incorporated herein by reference.
2. The contract documents (“Contract Documents”) which make up this Agreement consist of: (i) this Agreement document, (ii) Invitation to Bid (ITB) 21B-010, (iii) Contractor’s bid response, (iv) technical specifications, (v) all addenda issued prior to the execution of this Agreement, (vi) the bid submitted by the Contractor, and (vii) all modifications issued subsequent thereto. The Contract Documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.
3. All work shall be performed in accordance with the specifications and requirements contained in the scope of services.

**B. Background**

The District will select at least one Contractor, but no more than three Contractors, to provide monthly rental and service of up to 40 handicap (**ADA compliant**) portable toilet units, 23 regular portable toilet units and the servicing of six compost toilets.

**C. Scope of Services**

The Northwest Florida Water Management District will select at least one Contractor, but no more than three Contractors, to provide monthly rental and service of up to 40 handicap (**ADA**

**compliant**) portable toilet units, 23 regular portable toilet units and the servicing of six compost toilets at locations identified in Exhibit Maps A, B and C attached. The Scope of Work for portable toilets shall include initial delivery and service. Most sites have wooden or concrete platforms upon which the units will be placed and secured by fastening to the deck.

### Portable Toilet Units

The Contractor shall provide up to 40 handicap (ADA compliant), and 23 regular portable toilet units, including initial delivery and service at least every seven days at the sites listed on the schedule. Service for each portable toilet unit will include the removal of waste, addition of fresh toilet chemical treatment, cleaning of interior of unit, installing and adding hand sanitizer dispenser and hand sanitizer as needed, and supplying each unit with two rolls of tissue paper. Servicing of all locations must occur at least every seven days e.g., either Tuesday, Wednesday, or Thursday, with Thursdays being the Districts **preferred** service day. The selected 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 Contractor. In addition to regular maintenance, the exterior of each unit must receive a thorough cleaning/washing 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 destroyed through a natural event or vandalism and requires replacement, the District will pay to replace the unit, but 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. The Contractor is responsible for making all repairs and the parts and labor to conduct such repairs will be at the expense of the Contractor.

### Compost Toilets

In addition, the District has compost toilets at Pitt Spring (2), Williford Spring (2), as identified on Exhibit Map B, Florida River Island (1), as identified on Exhibit Map A and will have an additional compost toilet at Horse Camp Trail, as identified on Exhibit Map C. These toilets will be part of the contract(s) for this ITB. Damages or needed repairs to compost toilets shall be the responsibility of the District unless it was caused by Contractor negligence. Services are required at least every seven days, with Friday being the District's preferred service day. The compost units under contract will require the following services:

- a. Cleaning the interior and exterior of toilets and urinals with a solution of water and mild soap (such as “Simple Green”, or approved equivalent) and scrubbing with a brush to remove waste residue.
- b. Cleaning walls, trash can, hand sanitizer dispenser and door with a separate soap solution or spray at least once weekly or more frequently, if needed. Toilet wall and other fixture cleaning supplies and tools should not come into contact with supplies and tools used to clean toilets and urinals that users might come in contact.
- c. Providing and changing trash can liners. Trash bags from these toilets shall not be placed in other trash receptacles at the recreation site – they may be disposed of at one of the District dumpsters in the vicinity, or otherwise disposed of by the contractor in a legal manner.
- d. Providing and replacing toilet paper as needed. Contractor shall provide appropriate toilet paper such as Tork Jumbo Roll T22 system (Item TJ0922A) or approved equivalent for the compost toilets.
- e. Sweeping and mopping the floor with mild soap and a damp mop, taking care not to put excess soap or water on the floor where it becomes a safety hazard or can flow into the compost tank.
- f. Adding bulking material (pine wood shavings) once per week into the compost tank, or more often if needed, due to heavy use. Add 1 gallon of dry pine wood chips per roll of toilet paper used. Add the pine wood shavings onto the top of the pile by pouring them down the toilet chute. The District will provide the pine wood shavings.
- g. Remove non-biodegradables monthly from the compost tank. Examples of biodegradables include plastic, styrofoam, aluminum, steel, feminine products, etc.
- h. Mixing and leveling waste cone and adding bulking material (as needed and expected to be at a minimum on a monthly basis in the off-season and weekly in the busy season).
- i. Adding fresh water when mixing and leveling occurs.

Note: Compost toilet tank maintenance training will be provided by District staff.

### Hand Sanitizer

The selected Contractor will also be responsible for installing hand sanitizer dispensers in each portable unit and compost toilet. Each time the portable unit or compost toilets are serviced, the Contractor will be responsible for checking the dispenser and if necessary, refilling the dispenser with hand sanitizer. This is a requirement for the permit from Department of Health. The hand sanitizer dispenser shall be cleaned every time the unit is serviced and any missing dispenser shall be replaced immediately. The hand sanitizer should be alcohol based, i.e., rub on hands and evaporate, leaving the hands dry. The selection of hand sanitizer will be approved by the Project

Manager for this Invitation to Bid. The District will issue a separate purchase order for the dispensers and hand sanitizer gel.

General

The District reserves the right to add or delete portable units and compost toilets as needed. All units must be placed on site and be ready for use effective November 1, 2021, except for those sites which are identified to be placed or serviced at a future date. The units installed on November 1, 2021 may be new or used (must be in good working condition); the units must be clean (interior and exterior); and all hardware must be in place and in good working order. Placement of used portable toilets shall be subject to District approval.

In addition, the Contractor is required to provide a Service Record Completion Sheet when submitting each monthly invoice. The Service Record Completion Sheet will list each portable unit and compost unit name, the recorded date of service and the initials of the employee conducting the service for each unit.

The District may issue amendments, change orders, or purchase orders to add or delete units/sites as needed, and compensation will be adjusted accordingly. The District reserves the right to renew for one additional three-year period with the selected Contractor(s), subject to satisfactory performance. Rates for the renewal period shall be the rates specified as part of the bid submittal for 21B-010.

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

**East Region Locations (Exhibit Map A)**

<b>Site No./ Name</b>	<b>County</b>	<b>Number Of Units</b>	<b>Type(s) of Unit(s) Per Site</b>
1. Johnny Boy Landing	Calhoun	1	handicap
		1	regular
2. Look -N- Tremble	Calhoun	1	handicap
		1	regular
3. Florida River Island	Liberty	1	compost
	<b>Total Units</b>	<b>5</b>	<b>(2 Handicap; 2 Regular; 1 Compost)</b>

**Central Region Locations (Exhibit Map B)**

<b>Site No./ Name</b>	<b>County</b>	<b>Number Of Units</b>	<b>Type(s) of Unit(s) Per Site</b>
1. Pitt Spring	Bay	2	compost
2. Econfina Canoe Launch	Bay	1	regular
3. Williford Spring	Washington	2	compost
4. Blue Spring	Washington	1	handicap
		1	regular
5. Sparkleberry Lake	Washington	1	handicap
		1	regular
6. Walsingham Park	Washington	1	handicap
7. Devils Hole	Washington	1	handicap
		1	regular
8. White Oak Landing	Washington	1	handicap
		1	regular
9. Tom Johns Landing	Washington	1	handicap
		1	regular
10. Rattlesnake Lake North	Washington	2	handicap
		1	regular
11. Rattlesnake Lake South	Washington	1	handicap
		1	regular
12. Whitewater	Washington	1	handicap
13. Pine Ridge Trail	Washington	1	handicap
14. Carter (Chain Lake Road)	Washington	1	regular
15. Crooms Branch*	Bay	1	handicap
16. Cotton Landing	Washington	1	handicap
		1	regular
17. Spurling Landing	Washington	1	handicap
18. Hightower Spring	Washington	1	handicap
19. Live Oak Landing	Washington	1	handicap
20. Boynton Cutoff	Washington	1	handicap
21. Seven Runs Creek	Walton	1	handicap
22. Lost Lake Boat Ramp	Walton	1	regular
23. Lost Lake Campsite	Walton	1	regular
24. Burnt Sock Landing	Washington	1	handicap
25. Brunson Landing	Washington	1	handicap
26. McCormick Spring	Bay	1	handicap

27. Cypress Spring	Washington	1	handicap
		3	regular
	<b>Total Units</b>	<b>41</b>	<b>(22 Handicap; 15 Regular; 4 Compost)</b>

\*The Crooms Branch unit will be installed on November 1st of each year and relocated to White Oak Landing on May 1st of each year to supplement the other toilets at that location, then returned to Crooms Branch on November 1st.

**West Region Locations (Exhibit Map C)**

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
		1	regular
4. Fillingim Landing	Escambia	1	handicap
		3	regular
5. Mystic Springs	Escambia	2	handicap
6. Otto Hill Camp	Escambia	2	handicap
7. Simpson River	Santa Rosa	1	handicap
8. The Pipes Landing	Escambia	1	handicap
		1	regular
9. Williams Lake	Santa Rosa	1	handicap
		1	regular
10. Burnt Car Landing*	Escambia	1	handicap
11. Muscogee Spot*	Escambia	1	handicap
12. Sand Landing Camp*	Escambia	1	handicap
13. Sand Landing Ramp *	Escambia	1	handicap
14. Horse Trail Camp*	Escambia	1	compost
	<b>Total Units</b>	<b>23</b>	<b>(16 Handicap; 6 Regular; 1 Compost)</b>

\* The District will notify the Contractor on when these units will be installed and/or serviced.

#### **D. Terms of Agreement**

Monthly toilet services shall begin on November 1, 2021 and shall terminate on October 31, 2024.

Subject to satisfactory performance, the contract may, at the discretion of the District, be renewed for a single additional three-year term. If the contract is renewed after the initial three-year term, the pricing shall be the rates stated in the bid sheets for ITB 21B-010 for the period of November 1, 2024 to October 31, 2027.

### **SECTION 2. RESPONSIBILITIES OF CONTRACTOR**

- A.** The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all 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 conjunction with all 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 Work 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 federal/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.** 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.
- G.** 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, Florida Statutes, the District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor 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 Contractor 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, Florida Statutes Pursuant to s. 287.135, Florida Statutes, the District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor 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), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### **SECTION 3. TRUTH-IN-NEGOTIATIONS**

The Contractor certifies that wage and equipment rates and other factual unit costs supporting the Contract Rates are accurate, complete, and current at the time of contracting. The Contract



Rates and any additions thereto will be adjusted to exclude any significant sums by which the District determines the Contract Rates was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract Rates adjustments must be made within one (1) year following the end of this Agreement.

#### **SECTION 4. 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 District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and/or approval of the District's annual budget.
- C.** Payment for the Work will be subject to inspection and approval by the District's Project Manager or District's Designee. The Project Manager or District's Designee, 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 or District's Designee.
- D.** The Contractor may submit invoices for completed Work but no more frequently than monthly. 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.
- E.** Any Contractor fees and direct expenses required for completion of the Work should have been included in the Bid Sheet attached hereto, if applicable, and will be the responsibility of the Contractor.
- F.** 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. Invoices shall include the Contractor name and address, date, time period covered by the invoice, the Contract Number of this Agreement for the Work being invoiced, total

payment requested, amount previously invoiced, and a signed certification by the Project Manager that Work invoiced has been completed.

- G. The Contractor agrees to participate in electronic funds transfer payments from the District.
- H. An original invoice, including appropriate backup documentation, shall be submitted to both the District's Project Manager per the contact information included in Section 8.B., and the District's Accounting Bureau, per the contact information listed below. An original invoice must be submitted electronically to the District's Project Manager's email address in Section 8.B. and Accounting Bureau to:

[AccountsPayable@nfwwater.com](mailto:AccountsPayable@nfwwater.com)

- I. The maximum compensation for the three regions shall not exceed the amount listed below for the period of November 1, 2021 to October 31, 2024.

East Region	\$ _____/year x 3 = \$ _____
Central Region	\$ _____/year x 3 = \$ _____
West Region	\$ _____/year x 3 = \$ _____

## **SECTION 5. PERFORMANCE BOND**

Prior to commencing Work, the Contractor's Bid Bond of \$5,000 shall convert to a Performance Bond, or the Contractor shall provide a separate Performance Bond, in the form of a Surety Bond or through an Electronic Fund Transfer to Northwest Florida Water Management District, which 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 1.D. 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 6. 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 Project Schedule (SECTION 6.E.) shall survive termination or expiration of this Agreement.

- B.** This Agreement is effective on the last date of execution by a party and shall remain in effect through the end of the executed agreement.
- C.** The Contractor shall proceed with the Work at such rate of progress to ensure full completion within the Project Schedule. It is expressly understood and agreed by and between the Contractor and the District that the Project Schedule is a reasonable amount of time in which to complete the Work, 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(s) required in SECTION 5.
- E.** Project Schedule means the period that this Agreement remains in effect, specifically from November 1, 2021 to October 31, 2024.

## **SECTION 7. 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 any one of the following circumstances beyond the control of Contractor: (a) war, (b) flood, (c) earthquake, (d) fire, (e) severe wind storm, (f) acts of public disturbance, (g) quarantine restrictions, (h) epidemics, (i) strikes, (j) freight embargoes, or (k) sabotage. The District is not obligated to grant an extension of time due to adverse weather conditions unless the District determines in its sole discretion that such conditions rise to the level of a force majeure event.

**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 (10) days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (a) a detailed description of the delay and its probable duration, (b) the specified portion of the Work affected, and (c) the Contractor's opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) 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 a continuing delay for the same cause, only one (1) 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 this 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 8. 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 below. 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.

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

***Carol Bert***, or designated successor

Northwest Florida Water Management District

81 Water Management Drive

Havana, FL 32333-4712

Phone.: (850) 539-5999

E-mail Address: [Carol.Bert@nwfwater.com](mailto: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]

Phone: (XXX) XXX-XXXX

E-mail Address:

- B. No amendment to this Agreement shall be effective unless reduced to writing and executed by the parties hereto.
- C. The District and the Contractor may, by written order designated to be a Change Order Amendment, agree that additional Work shall be undertaken within the general scope of this Agreement.
- D. The District shall, in its sole discretion, determine whether the Work has been satisfactorily completed.
- E. 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 9. 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, listing the District as a certificate holder, 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.

## **SECTION 10. SUBCONTRACTS**

A. The Contractor shall not subcontract, assign or transfer any Work under this Agreement.

## **SECTION 11. 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 11 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes, where applicable.

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 thirty (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 Work requiring additional compensation without written approval by the District.

- C. 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.
- D. 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.
- E. 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 12. 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.

### **SECTION 13. 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 14. CHOICE OF LAW/FORUM**

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 the state or federal courts sitting in Leon County, Florida.



## **SECTION 15. PUBLIC ENTITY CRIME/DISCRIMINATORY VENDOR LIST**

A. 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 same stipulation applies for a person, entity, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, except that the prohibitions specified apply to amounts that exceed \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list. The Florida Department of Management Services maintains these lists and posts the lists 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](mailto:purchasingcustomerservice@dms.myflorida.com).

## **SECTION 16. 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 17. 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, Florida Statutes. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), Florida Statutes 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), Florida Statutes, [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:
  - 1.** 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, Florida Statutes or as otherwise provided by law.
  - 2.** 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, Florida Statutes, 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.

3. 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.
4. 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, 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@NFWATER.COM; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.**

### **SECTION 18. FINANCIAL CONSEQUENCES AND REMEDIES**

- A. In accordance with Section 287.058(1)(h), Florida Statutes, the District will apply financial consequences for nonperformance as follows:
  1. If Contractor fails to complete the Work hereunder within the agreement schedule or extension of the agreement schedule granted by the District, in its sole discretion, the

invoice amount for the site(s) not serviced shall be reduced by 25 percent of the monthly amount as stated in Exhibit 1 to this Agreement.

**B. Cumulative Remedies:** The rights and remedies of the District in this SECTION 20 are in addition to any other rights and remedies provided by law or under this Agreement.

## **SECTION 19. 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 20. AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This Agreement, including documents identified in SECTION 1.A.2., Exhibit 1 and Exhibit Maps A, B and C and supporting documents, all of which are 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.

IN WITNESS THEREOF, the District and the Contractor have executed this Agreement as of the last date below written.

**Northwest Florida Water Management District**

By: \_\_\_\_\_  
Brett J. Cyphers  
Executive Director

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

**(INSERT CONTRACTOR NAME)**

By: \_\_\_\_\_

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

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

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

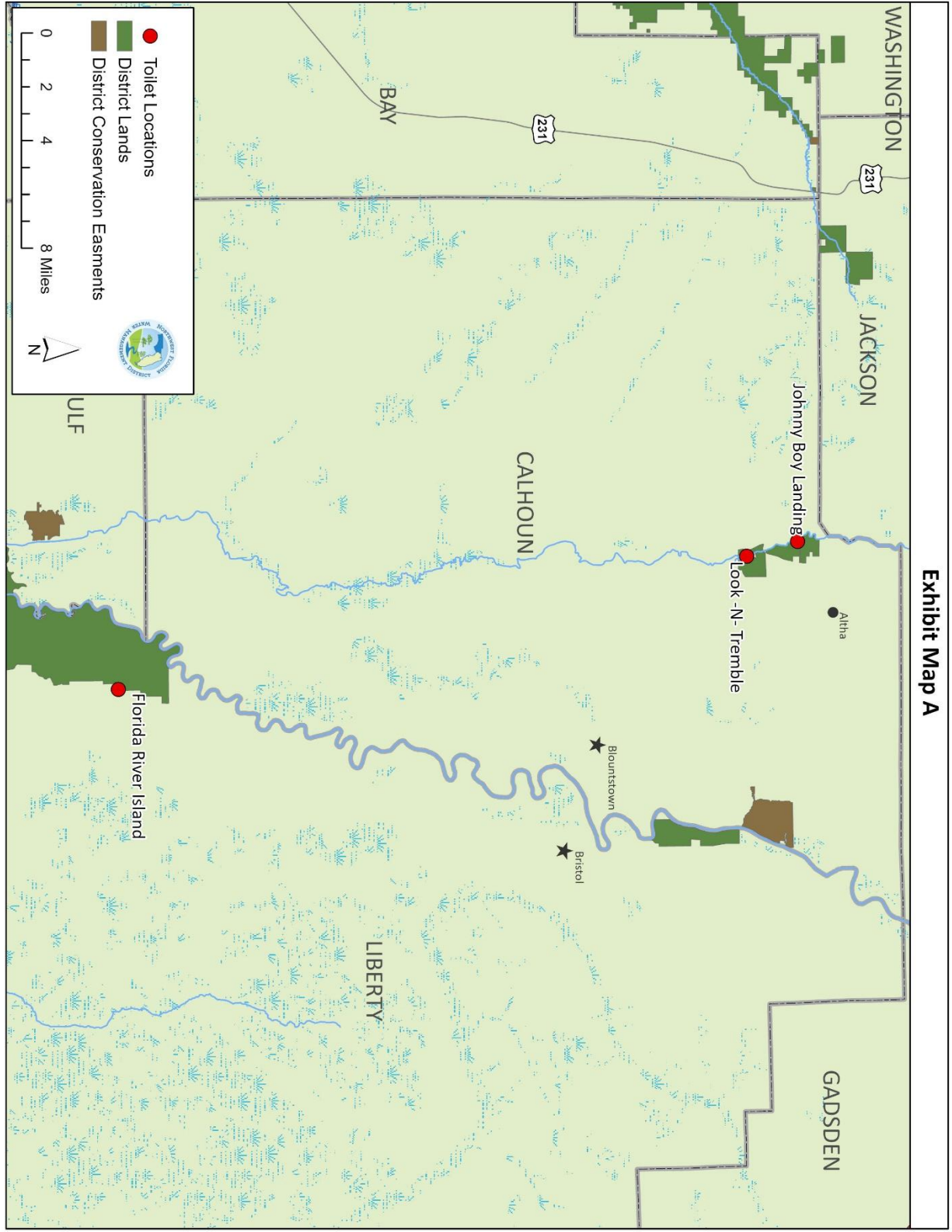
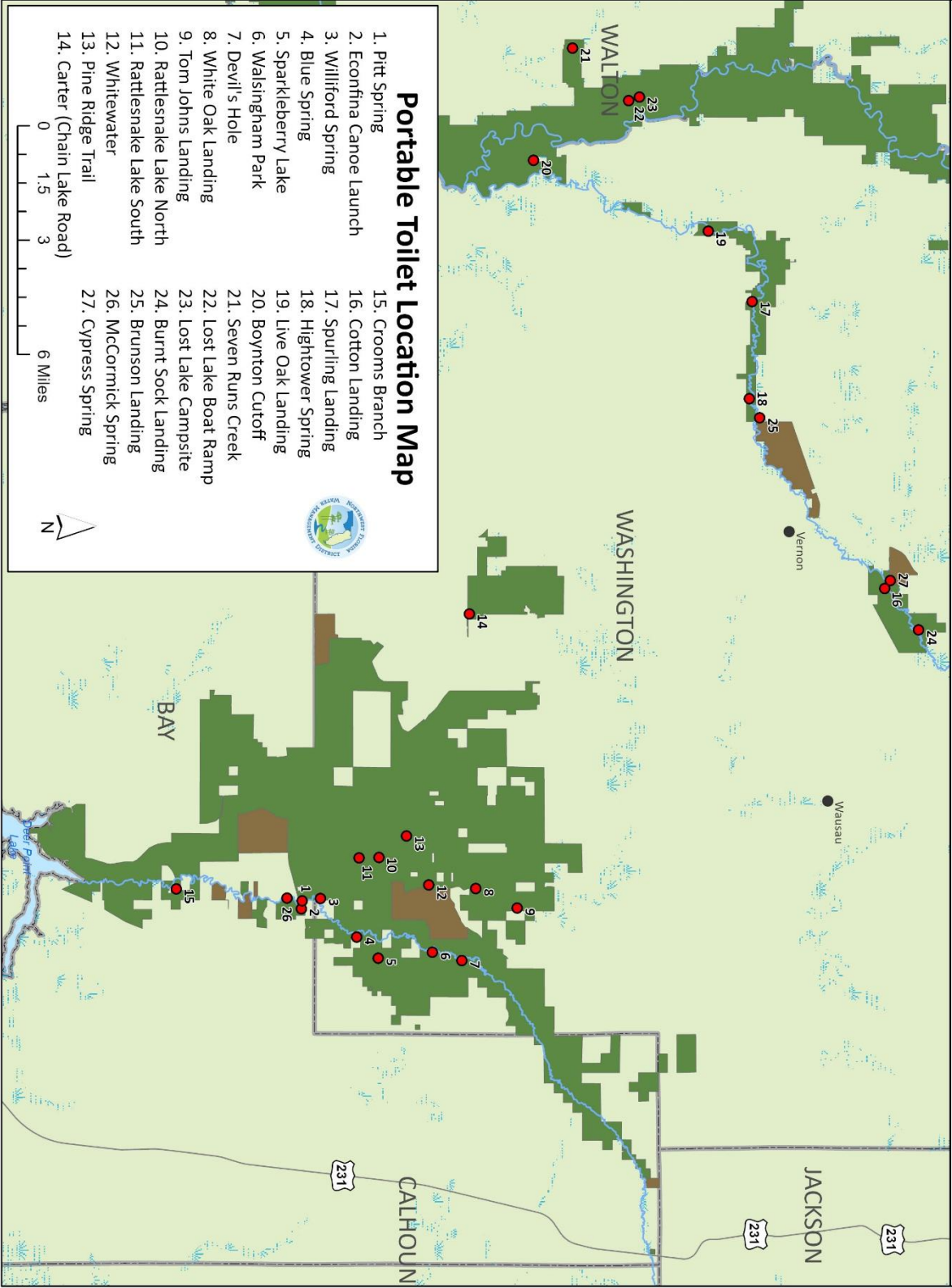


Exhibit Map B



# Exhibit Map C



General Location Map  
Portable Toilet Locations  
Perdido River Water Management Area  
Escambia River Water Management Area

- Toilet Locations
- District Lands

0    1.5    3    6 Miles



# **EXHIBIT 1**

(Contractor's Bid will be inserted)