

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

INVITATION TO BID 23B-013

RENTAL AND SERVICE OF PORTABLE AND COMPOST/VAULT 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 15 ADA compliant portable toilet units, eight regular portable toilet units, and the servicing of one compost/vault toilet.

The deadline for submission of bids is 2:00 P.M. Eastern Time (ET), August 24, 2023. The bid opening is open to the public. Provisions will be made to accommodate those with a disability 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 Information Portal website at: <https://vendor.myfloridamarketplace.com/>. 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/VAULT 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 24, 2023, THE DAY OF THE PUBLIC OPENING.**

1.4 INVITATION TO BID

The District solicits bids for the services of responsible bidders to provide monthly rental and service of up to 15 ADA-compliant portable toilet units, eight regular portable toilet units, and servicing of one compost/vault toilet on District lands.

1.5 AWARDING OF BIDS

The District anticipates entering into an agreement with the bidder(s) who submits a qualified responsible bid(s) judged by the District to be the lowest cost for the specified services. 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 October 1, 2026, through October 31, 2029. The District reserves the right to award to the next lowest bidder(s) in the event the successful bidder(s) fails 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 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 Contractor(s) submitting the lowest bid(s), 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, F.S. 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, no later than 1:00 p.m. Eastern Time (ET) on Tuesday, August 8, 2023. 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 Information Portal 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 Information Portal 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 26, 2023, the District issues the Invitation to Bid.
- B. From the time of issuance on July 26, 2023 until 1:00 p.m. Eastern Time (ET) on August 8, 2023, 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 24, 2023*. 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, etc. to this address:

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

Please be advised 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 23B-013, RENTAL AND SERVICE OF PORTABLE AND COMPOST/VAULT TOILETS ON DISTRICT LANDS TO BE OPENED AUGUST 24, 2023 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 PERFORMANCE BOND

A performance bond in the amount of twenty-five percent (25%) of the total contract amount (Contractor's total lump sum bid), with a corporate surety approved by the District, will be required for the faithful performance of the contract. A certified Cashier's Check made payable to "NFWFMD" may be provided to the District, in lieu of a surety performance bond.

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 successful bidder will be required to execute the contract and provide the performance bond within ten (10) calendar days once the awarded Contractor is notified by the District Project Manager. In case of failure of the bidder to execute the Agreement, the District may at its option consider the bidder in default, in which case the bid bond accompanying the bid proposal shall become the property of the District.

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.

1.17 PUBLIC CRIMES/DISCRIMINATORY/ANTITRUST VIOLATOR VENDORS

In accordance with sections 287.133, 287.134, and 287.137, F.S., a person or affiliate who has been placed on the convicted, discriminatory, or antitrust violator vendor lists may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO (\$35,000), unless specified otherwise in these statutes. Questions regarding the lists may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.fl.gov.

1.18 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.

1.19 INSPECTOR GENERAL COOPERATION

Prospective vendor understands and shall comply with s. 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."

1.20 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.

1.21 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.

1.22 PROHIBITED CONTACT

Respondents to this solicitation or persons acting on their behalf shall 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.

1.23 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 s. 287.042(2)(c), F.S. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under Ch. 120, F.S. 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 s. 120.57(3), F.S., 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 Ch. 120, F.S.**

1.24 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.

1.25 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.

1.26 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 to service both regions, or no more than one Contractor for the East Region and one Contractor for the West Region, to provide monthly rental and service of up to 15 ADA-compliant portable toilet units, eight regular portable toilet units, and the servicing of one compost/vault toilet. 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/Vault 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

Site No./Name	County	Number Of Units	Type(s) of Unit(s) Per Site
1. Johnny Boy Landing	Calhoun	1	ADA Compliant
		1	Regular
2. Look -N- Tremble	Calhoun	1	ADA Compliant
		1	Regular
3. Florida River Island*	Liberty	1	Compost/Vault
	Total Units	5	(2 ADA Compliant; 2 Regular; 1 Compost/Vault)

*Currently a compost toilet, but will be replaced with a vault system toilet between October and December.

West Region Locations

Site No./Name	County	Number of Units	Type(s) of Unit
1. Bogia	Escambia	1	ADA Compliant
2. Bluff Springs	Escambia	2	ADA Compliant
3. Cotton Lake	Escambia	1	ADA Compliant
		1	Regular
4. Fillingim Landing	Escambia	1	ADA Compliant
		3	Regular
5. Mystic Springs	Escambia	2	ADA Compliant
6. Otto Hill Camp	Escambia	2	ADA Compliant
7. Simpson River	Santa Rosa	1	ADA Compliant
8. The Pipes Landing	Escambia	1	ADA Compliant
		1	Regular
9. Williams Lake	Santa Rosa	1	ADA Compliant
		1	Regular
10. Sand Landing Ramp	Escambia	1	ADA Compliant
Total Units		19	(13 ADA Compliant; 6 Regular)

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 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, as noted on the bid sheet.
- F. All costs whether direct or indirect which will be ultimately paid by the District must be included in the price on the **Bid Sheet, Bidder Acknowledgement, and Bidder Information Forms (PART 5)**. 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 Ch. 112, F.S. 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.
- H. The selected respondent(s) will be required to execute the contract and provide the performance bond within ten (10) calendar days once the awarded Contractor is notified by the District Project Manager. In case of failure of the respondent to execute the agreement within the timeline above, the District may at its opinion consider the respondent in default, in which case the District may award the bid to another respondent at its sole discretion.
- I. The District reserves the right to reject any and all bids, to negotiate with the qualified respondent 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 s. 255.0991, F.S., the District has no regulation that provides contractor preference as described in the statute.

3.2 BID BOND

A Bid Bond will not be required to submit a bid for ITB 23B-013.

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. 23B-013) 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 21)**? 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 District will evaluate all bids and anticipates awarding the “**Rental and Service of Portable and Compost/Vault Toilets on District Lands**” to one or multiple contractors, based upon the lowest total lump sum monthly bid for the East and West Regions.

Evaluation of the bid materials will be carried out by staff of the Northwest Florida Water Management District using the criteria listed below:

1. The bid will be awarded to the contractor(s) who submits the lowest total lump sum monthly bid for the East and West Regions for **ITB 23B-013**.
2. If two or more bids are tied, the following process will be followed: the bid will be awarded to the respondent earning the most points from the following, each being assigned one point for a total of up to three points:
 - a. One point to a respondent that certifies compliance with s. 288.703(1), F.S., as a certified minority business enterprise;
 - b. One point to a respondent that certifies compliance with s. 295.187(3)(a), F.S., as a certified veteran's business enterprise; and
 - c. One point to a respondent that certifies compliance with s. 287.087, F.S., having implemented a Drug-Free Workplace program.
 - d. 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:

Business Name	
Street Address	
City, State, Zip Code	

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 as defined in s. 288.703(1), F.S.? If yes, please provide documentation.	Circle One: Yes No
Is this firm a certified veteran's business enterprise as defined in s. 295.187(3)(a), F.S.? If yes, please provide documentation.	Circle One: Yes No
Has this firm implemented a Drug-Free Workplace program in compliance with s. 287.087, F.S.? If yes, please provide documentation.	Circle One: Yes No
2. Bidder Statement of Qualification	
I understand that the above information is required to submit a bid in response to ITB No. 23B-013. 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 (23B-013)

Portable Toilet Site No./Name	# of Units	Type(s) of Unit(s) Per Site	Monthly Price per Unit Oct. 1, 2023 to Sept. 30, 2026	Monthly Price per Unit Oct. 1, 2026 to Sept. 30, 2029
1. Johnny Boy Landing	1	ADA- Compliant	\$	\$
	1	Regular	\$	\$
2. Look-N-Tremble	1	ADA- Compliant	\$	\$
	1	Regular	\$	\$
3. Florida River Island	1	Compost/Vault	\$	\$
Total Units (2 ADA Compliant; 2 Regular; 1 Compost/Vault)	5	Total Lump Sum Monthly Bid for East Region		\$

BID SHEET FOR WEST REGION (23B-013)

Portable Toilet Site No./Name	# of Units	Type(s) of Unit(s) Per Site	Monthly Price per Unit Oct. 1, 2023 to Sept. 30, 2026	Monthly Price per Unit Oct. 1, 2026 to Sept. 30, 2029
1. Bogia	1	ADA-Compliant	\$	\$
2. Bluff Springs	2	ADA-Compliant	\$	\$
3. Cotton Lake	1	ADA-Compliant	\$	\$
	1	Regular	\$	\$
4. Fillingim Landing	1	ADA-Compliant	\$	\$
	3	Regular	\$	\$
5. Mystic Springs	2	ADA-Compliant	\$	\$
6. Otto Hill Camp	2	ADA-Compliant	\$	\$
7. Simpson River	1	ADA-Compliant	\$	\$
8. The Pipes Landing	1	ADA-Compliant	\$	\$
	1	Regular	\$	\$
9. Williams Lake	1	ADA-Compliant		
	1	Regular	\$	\$
10. Sand Landing Ramp	1	ADA-Compliant	\$	\$
Total Units (13 ADA Compliant; 6 Regular)	19	Total Lump Sum Monthly Bid for West Region		\$

BIDDER ACKNOWLEDGMENT (23B-013)

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for this project 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.

I, the undersigned, having read Parts I through VI of this Invitation to Bid, **ITB No. 23B-013**, and the attached draft “**Rental and Service of Portable and Compost/Vault Toilets on District Lands Agreement**,” and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

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 *Section 1.18* above.

_____	_____
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 NFWWMD 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/Vault Toilets on District Lands
Between
Northwest Florida Water Management District
And
Contractor
(NFWMD Contract Number 23-0XX)

This agreement (the "Agreement") is by and between the Northwest Florida Water Management District (the "District") and <Insert Company Name:>, a <Insert Company type> company (the "Contractor"). The District and the Contractor hereby agree as follows:

SECTION 1 – SCOPE OF SERVICES

The Contractor shall perform and render all services hereunder (the "Work") as an independent contractor of the District and not as an agent, representative, or employee of the District. Work shall be provided and performed in accordance with the Contractor's bid response (the "Bid Response") under ITB 23B-013 entitled "Rental and Service of Portable and Compost/Vault Toilets on District Lands" and as set forth in Exhibit Maps A and B attached hereto and incorporated herein by reference.

A. INTENTIONALLY OMITTED

B. INTENTIONALLY OMITTED

C. As part of this Agreement, the Contractor may be called upon to provide expert testimony by legal counsel representing the State of Florida and/or the District. Such requests would be through a Task Order negotiated at a fair price for goods and services.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all Work 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 Work provided for under this Agreement.

B. The District's approval of field activities, reports, drawings, other services, and incidental Work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of its Work. For the purposes of this Agreement, technical adequacy shall refer to the performance of all Work in accordance with the Quality Assurance requirements set forth in the Contractor's proposal with said Work performed in accordance

with the generally accepted standards and professional practices. The District's review, approval, acceptance, or payment for any of the Work shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- C. 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 Work furnished under this Agreement.
- D. As provided under s. 216.347, F.S., expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- E. 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.
- F. 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.
- G. The Contractor warrants that it has 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.
- H. 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 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, F.S. Pursuant to s. 287.135, F.S., 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 or Renewal Term, as defined herein. As provided in s. 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

- I. The Contractor covenants that it presently has no conflict of interest and shall not acquire any interest which would conflict in any manner or degree with the performance under this Agreement.
- J. Performance Bond. Prior to commencing Work, the Contractor shall provide a Performance Bond in an amount of \$XX,XXX, equal to twenty-five percent (25%) of the Contract Price of \$XXX,XXX 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 2C. hereof.

A certified Cashier's Check made payable to: "NFWMD" may be provided to the District in lieu of a surety performance bond.

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 Contractor will be required to execute this Agreement and provide the performance bond within ten (10) calendar days of execution.

The Performance Bond or Cashier's Check amount shall be returned to the Contractor within thirty (30) days of successful completion of all terms and conditions of this Agreement.

K. INTENTIONALLY OMITTED

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 year following the end of this Agreement.

SECTION 4 – COMPENSATION

- A. Maximum compensation for the Work shall not exceed [REDACTED] XX/100 DOLLARS (\$XXX,XXX) and, in any event, shall not exceed the availability of funds and current budget authorizations as approved by the District's Governing Board.
- B. The Contractor shall 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 this Agreement to assure the availability of funding for final payment.

- C. Payment of any invoice will be subject to inspection and approval by the District's Project Manager or District's designee. The District's 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. Payment will be made upon inspection and approval of the applicable Work within thirty (30) days of receipt of an approved invoice. Invoices shall include the Contractor name and address, invoice number, Contractor's taxpayer identification number, date, time period covered by the invoice, the Contract Number of this Agreement and the site name(s) where portable and/or compost vault toilets are located. In addition to submitting a detailed invoice, the Contractor must submit a Service Record Completion Sheet for each site at the time the invoice is submitted for payment.
- C. Any subcontractor fees and other direct expenses required for completion of the Work will be billed at actual cost without mark-up and must be identified and pre-approved by the District. All travel shall be in accordance with s.112.061, F.S., and District policy, which requires pre-approval by the District. In such instance, travel expenses must be submitted on District travel forms.
- D. An original invoice, including appropriate backup documentation, shall be submitted to both the District's Project Manager, at the contact information included in Section 6.B., and the District's Accounting Department at: AccountsPayable@nwfwater.com.

SECTION 5 – TIME OF PERFORMANCE

- A. This Agreement is effective on October 1, 2023 (the "Effective Date") and shall expire on September 30, 2026 (the "Term"), except for such obligations of the parties that expressly continue beyond the Term. 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.
- B. INTENTIONALLY OMITTED
- C. INTENTIONALLY OMITTED
- D. The Contractor shall proceed with the Work at such rate of progress to ensure full completion within the Term. It is expressly understood and agreed by and between the Contractor and the District that the Term 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.

- E. If the Contractor shall fail to complete Work within the Term, or extension thereof granted by the District, then the Contractor shall be in default and shall forfeit the Performance Bond required in Section 2.

SECTION 6 – 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 6.B. If sent by electronic mail, notices shall be considered delivered at 5:00 PM on the day sent, or 9:00 AM the following day if sent after 5:00 PM. If sent via other means authorized by this paragraph, notices shall be considered delivered when reflected by a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- B. The District’s Project Manager for this Agreement is identified below:

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

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

XXXXX, or successor	
Telephone No.:	
E-mail Address:	

- C. No amendment to this Agreement shall be effective unless agreed in 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. INTENTIONALLY OMITTED

- F. The District shall, at its sole discretion, determine whether the Work has been satisfactorily completed.

SECTION 7 – 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 operations, and all such insurance policies shall provide for thirty (30) days' notice to the District of cancellation or any material change in the terms of the insurance policies.

SECTION 8 – 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 Bid Response are pre-approved for use under this Agreement.
- B. The Contractor shall cause the names of subcontractor firms responsible for portions of the Work to appear on invoices for 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 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 9 – LAW COMPLIANCE

The Contractor will abide by and assist the District in satisfying and complying with all applicable federal, state and local laws, rules, regulations and guidelines, executive orders and policies related to performance under this Agreement.

SECTION 10 – 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 10 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Ch. 120, F.S.
- 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 such 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 new Work requiring additional compensation without written approval by the District.
- C. The District may at any time and for any reason give notice of immediate termination of this Agreement at the District's convenience and sole discretion. 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. Upon termination in any event, 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. 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 11 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. The Contractor will provide the District with any and all reports, plans, models, geographic information system data, studies, maps, or other documents resulting from the Work. Unless otherwise specified, all written materials, documents, plans, model results, and maps shall be submitted to the District in editable electronic format by the Contractor, and hard copies

shall be provided as requested by the District. All digital photos, graphics, and maps shall be of sufficient quality to be reproducible.

- B. The Contractor shall be responsible for the validation of all field and analytical data collected by the Contractor and shall be responsible for the accuracy of all reports submitted to the District.
- C. 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.
- D. All deliverables, including Work not accepted by the District, are District property when the Contractor has received compensation therefore, 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. The 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 Contract Documents, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.
- E. 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. Contractor 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 12 – 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 Ch. 119, F.S., 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 Ch. 119, F.S. However, the

Contractor shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the District in writing.

SECTION 13 – 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 state court in Leon County, Florida. The parties hereby agree to waive any rights they may have to file or remove an action to any U.S. district court.

SECTION 14 – PUBLIC ENTITY CRIME/DISCRIMINATORY/ANTITRUST VIOLATOR 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 s. 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list pursuant to s. 287.133, F.S. 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.
- 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 a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to s. 287.134, F.S. 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.
- C. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity, may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work, may not submit a bid, proposal, or reply on leases of real property to a public entity, may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact new business with a public entity, pursuant to s. 287.137, F.S. The Florida Department of

Management Services is responsible for maintaining the antitrust violator list. Questions regarding the antitrust violator 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 15 – 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, or Renewal Term, if applicable, and for five (5) years following the termination or expiration of this Agreement. 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 Ch. 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in s. 119.011(12), F.S. Contractor shall keep and maintain public records required by the District to perform the services under this agreement.
- 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 Ch. 119, F.S., and s. 24(a), Article I, Florida Constitution.
- D. If the Contractor meets the definition of “Contractor” found in s. 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 Ch. 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 Ch. 119, 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 during the Term, Renewal Term, if applicable, and following termination or expiration of the Agreement if the Contractor does not transfer the records to the District.
 - iv. Upon termination or expiration of this 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 records 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 CH. 119, F.S., 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 16 – AGENCY INSPECTORS GENERAL

The Contractor understands and shall comply with s. 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.

SECTION 17 – PAYMENTS

- A. Payment will be made upon inspection and approval of Work and within thirty (30) days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review, all as further set forth herein.
- B. The Contractor agrees to participate in electronic funds transfer payments from the District.

SECTION 18 – FINANCIAL CONSEQUENCES; REMEDIES

- A. In accordance with s. 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance. If the Contractor fails to complete the Work within the Term or extension thereof granted by the District in its sole discretion, but does complete the Work within thirty (30) days after the Term, the compensation therefor shall be reduced by two percent (2%). If the Contractor fails to complete the Work within the Term or extension thereof granted by the District in its sole discretion, but does complete the Work after thirty (30) days but within

sixty (60) days after the Term, the compensation therefor shall be reduced by five percent (5%).

- B. If the Contractor shall fail to complete the Work within sixty (60) days after the Term or extension thereof granted by the District in its sole discretion, then the Contractor shall be in default and shall forfeit the performance bond required in Section 2.
- C. Cumulative Remedies. The rights and remedies of the District in this section are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 19 – EXECUTION OF COUNTERPARTS

This Contract 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; SEVERABILITY

The contract documents ("Contract Documents") which make up this Agreement consist of: this Agreement document, (ii) Invitation to Bid 23B-013, (iii) the Bid Response, (iv) technical specifications, (v) all addenda issued prior to the execution of this Agreement, (vi) the proposal submitted by the Contractor, and (vii) all modifications issued subsequent thereto, together with Exhibit 1 and Exhibit 2 attached hereto. The Contract Documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached. This Agreement, including the Contract 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.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

SECTION 21 – MISCELLANEOUS

Force Majeure. Neither the Contractor nor the District shall be responsible for a delay in its respective performance under this Agreement if such delay is caused by acts of God, fire, flood, named storms, war, terrorist attacks, strikes, lockouts, acts or intervention of governmental

agencies or authorities, court orders, and governmentally declared pandemics, epidemics, health emergencies, plague, quarantine and travel restrictions.

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

Northwest Florida Water Management District
Havana, Florida

Contractor
_____, _____ (city/state)

By: _____
Lyle Seigler
Executive Director

By: _____
Print Name: _____

Date: _____

Date: _____

DRAFT

EXHIBIT 1 – THE WORK

The Work is the rental and service of portable and compost/vault toilets on District lands. Individual site locations and information to conduct the Work is listed below.

Technical Specifications

The Contractor shall provide monthly rental and service of up to 15 **ADA-compliant** portable toilet units, eight regular portable toilet units, and the servicing of one compost/vault toilet at locations identified in Exhibit Maps A and B attached.

Portable Toilet Units

The Contractor shall provide up to 15 ADA-compliant and eight regular portable toilet units, including initial delivery and service at least every seven days at the sites listed below. 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 District's **preferred** service day. The selected Contractor must ensure 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 a unit be replaced if its condition is determined to be unacceptable to either District staff or the local health department. Most sites have wooden or concrete platforms upon which the units will be placed and secured by fastening to the deck.

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 prior to replacing 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/Vault Toilet

In addition, the District has one compost/vault toilet at Florida River Island, as identified on Exhibit Map A. Damages or needed repairs to the compost/vault toilet 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/vault unit 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 with.
- 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/vault toilet.
- 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.

Hand Sanitizer

The selected Contractor will also be responsible for installing hand sanitizer dispensers in each portable unit and compost/vault toilet. Each time the portable unit or compost/vault toilet is 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 cost for dispensers and hand sanitizer gel should be included as part of the total lump sum monthly bid.**

General

The District reserves the right to add or delete portable units and compost/vault toilets as needed. All units must be placed on site and be ready for use effective October 1, 2023, except for those sites which are identified to be placed or serviced at a future date. The units installed on October 1, 2023 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/vault 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 23B-013.

The portable toilet units will be located at the following site locations (see enclosed Exhibit Maps A and B):

East Region Locations (Exhibit Map A)

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

West Region Locations (Exhibit Map B)

Site No./ Name	County	Number of Units	Type(s) of Unit
1. Bogia	Escambia	1	ADA Compliant
2. Bluff Springs	Escambia	2	ADA Compliant
3. Cotton Lake	Escambia	1	ADA Compliant
		1	Regular
4. Fillingim Landing	Escambia	1	ADA Compliant
		3	Regular
5. Mystic Springs	Escambia	2	ADA Compliant
6. Otto Hill Camp	Escambia	2	ADA Compliant
7. Simpson River	Santa Rosa	1	ADA Compliant
8. The Pipes Landing	Escambia	1	ADA Compliant
		1	Regular
9. Williams Lake	Santa Rosa	1	ADA Compliant
		1	Regular
10. Sand Landing Ramp	Escambia	1	ADA Compliant
Total Units		19	(13 ADA Compliant; 6 Regular)

EXHIBIT 2

(Contractor's Bid will be inserted)

DRAFT

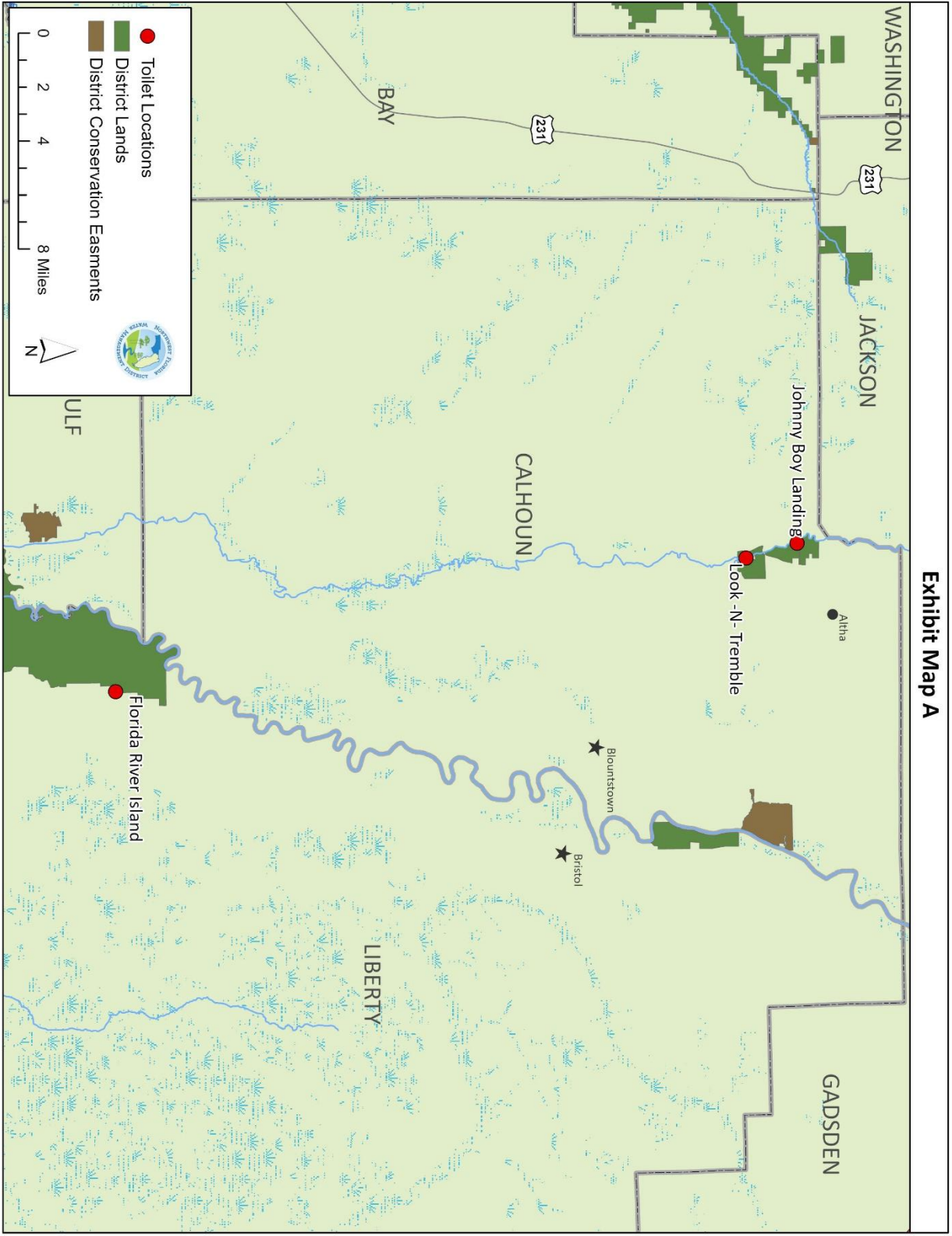


Exhibit Map B



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