

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS #22CN0003928
COURIER SERVICES**

**SUBMIT PROPOSALS TO:
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ELECTRONICALLY THROUGH WWW.DEMANDSTAR.COM.**

**DIRECT INQUIRES TO: Ari Horowitz, Procurement Specialist
TELEPHONE: (352) 796-7211
Email: procurement@watermatters.org
Posted: July 22, 2022**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders to furnish Courier Services, if and when ordered, for the District. These services and materials are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point to the District Brooksville, Tampa, and Sarasota Service Offices. For the purposes of this document the following terms are used interchangeably: bid/bidder, response/respondent, and proposal/proposer.

PRE-BID CONFERENCE AND SITE VISIT: NONE

**THE DISTRICT ONLY RECEIVES BIDS THROUGH DEMANDSTAR
AT WWW.DEMANDSTAR.COM.**

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PART I - INTRODUCTION

1.1 INTERNET AVAILABILITY.

District solicitations, reference documents (unless exempt and/or confidential), and addenda are available for review and may be downloaded via the District's Procurement Website, <http://www.watermatters.org/procurement>, and DemandStar at www.demandstar.com.

1.2 AMERICANS WITH DISABILITIES ACT (ADA).

The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services or activities. Anyone requiring reasonable accommodation or would like information as to the existence and location of accessible services, activities, and facilities as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4747; or email to ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

1.3 CORRESPONDENCE.

Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the physical or email address set forth in the heading of this RFB, and to the bidder at the physical or email address stated on the Bid Response Form.

1.4 QUESTIONS.

All questions should be presented in writing to procurement@watermatters.org, the address as set forth in the heading of this RFB, or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than ten (10) business days prior to the bid opening. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible for checking the websites listed in Section 1.1 for the District's responses to the questions presented.

1.5 BID RECEIPT AND OPENING.

The bid opening will be public, on the date and at the time specified on the Cover Sheet. It is bidder's responsibility to assure that its response is uploaded to the DemandStar website in proper time. Bids that for any reason are not so received will not be considered. Bidders must submit one complete response package electronically through www.demandstar.com. Instructions on how to submit documents are included with this solicitation. Bid that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES. Responses will remain binding upon the Respondent for a period of 90 days thereafter.

The District may make an award within 90 days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within 90 days, the responses shall remain firm until either the District awards the Agreement, or the District receives from the Respondent written notice that the response is withdrawn.

By submitting a response, the Respondent agrees to all the terms and conditions of this RFB and those included in the attached Sample Agreement. Any changes offered by a Respondent in a response will not be considered by the District. The submittal of a response will constitute the Respondent's acknowledgement of all terms and conditions of this RFB and the District will construe the response as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this RFB or Sample Agreement, the Respondent MUST submit its request under the procedure set forth in Section 1.4, Questions. Bidders are responsible for all costs associated with the preparation of its bid.

TO MAINTAIN A SECURED SEALED PROCESS ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED. SOLICITATION PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA PDF, ETC.). ELECTRONIC SIGNATURE/ TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The bid opening is open to the public. The bid opening will be held virtually and will begin at 2:00 p.m. on August 23, 2022. Respondents may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

To view or listen to bid openings:
Join Microsoft Teams meeting on your computer or mobile app via
<https://bit.ly/3P6nwIE>
Or call in (audio only)
[+1 786-749-6127](tel:+17867496127),617543492# United States, Miami
Phone Conference ID: 617 543 492#

1.6 **DELAYS, CHANGES, AND ADDENDA.**

The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, or addenda related to this RFB together with any interpretations and supplemental instructions for this RFB will be in the form of written Addenda posted to the websites identified in Section 1.1. Respondents will acknowledge receipt of all Addenda in their responses.

1.7 **CANCELLATION.**

The District reserves the right to cancel the RFB prior to or after the bid opening and will give notice of cancellation by posting a notice on the website(s) identified in Section 1.1. No bidder will have any rights against the District arising from the District's publicized intention to award. An Award or Intent to Award does not constitute a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed.

1.8 **BID WITHDRAWAL.**

Responses may be withdrawn at any time prior to the bid opening.

1.9 **BID SIGNATURE AND FORM.**

An authorized representative of the bidder must sign the Bid Response Form that will be electronically uploaded DemandStar as part of the complete bid submittal. All bids must be typed

or printed and signed in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.

1.10 **CONTRACT PRICE BID.**

The total bid amount must be typed or written on the Bid Response Form and include the bid breakouts where indicated. The Agreement will include both fixed cost and unit cost pay items for the project work; however, the total project cost will not exceed the total bid amount as indicated on the Bid Response Form. The total bid amount must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern.

1.11 **OPTIONAL ALTERNATIVE BID PROPOSALS.** Optional alternate bids are not applicable to this solicitation.

1.12 **REJECTION OF BID.**

The District reserves the right to reject any and all bids, or alternative bid proposals, if applicable, or waive any minor irregularity or technicality in bids received. A bid which is incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.

1.13 **RESPONSIVE/RESPONSIBLE.**

In order to be deemed responsive, the bidder must be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes at the time of bid submittal. A response that does not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, may be rejected as non-responsive. A bidder whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which bidders are responsive and responsible. The District reserves the right before awarding the contract, to require a bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder to perform the work in a satisfactory manner and within the time specified. The bidder is assumed to be familiar with all federal, state, or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements will in no way relieve the bidder's responsibility. Bidders must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.

1.14 **REFERENCES.**

The bidder shall provide references who can verify bidder's qualifications and past performance record as described in Attachment 2.

1.15 **SUBCONTRACTORS.**

No subcontractors or independent contractors are permitted to be utilized by the Contractor in performance of this work. All workers that perform work for the District on behalf of Contractor must be employed by the Contractor.

1.16 **BID TABULATION AND NOTICE OF INTENT TO AWARD.**

The names of bidders and their prices (bid tabulations) will be announced at the bid opening and bid recaps (listing the names of bidders who responded to the RFB and their total bid price listed at time of opening) will be posted for review by interested parties on the website(s) identified in Section 1.1. Bid recaps and bid tabulations will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), Florida Statutes, bids received by the District are exempt from disclosure until such time as the District provides notice of intended decision or until after 30 days after opening the bids, whichever is earlier.

The District will award the contract in accordance with Section 4.1, Basis for Award of Contract. A Notice of Intent to Award will be posted for review by interested parties on the website(s) identified in Section 1.1, Internet Availability.

1.17 **BID PROTESTS.**

A person who protests the bid specifications or an Award of Intent to Award must file with the District a notice of protest and formal written protest in compliance with Section 120.57, Florida Statutes and Chapter 28-110, Florida Administrative Code. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.18 **EXECUTION OF AGREEMENT.**

By submitting a bid, bidder agrees to all the terms and conditions of this RFB and those included in the attached Sample Agreement. Any changes offered by a bidder in its bid response will not be considered by the District. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. If a bidder desires to propose a change to a term or condition of the RFB or Sample Agreement, bidder must submit its request under the procedure set forth in Section 1.4, Questions.

The successful bidder must submit a Certificate of Insurance, initial driver verification submissions, and initial background check submissions to the District within 10 days from the posting of the notice of intent to award. Pre-Award Vehicle Inspections, Subsection 3.6.2, must be scheduled within 10 day from notice of intent to award, and must occur and be accepted per Pre-Award Vehicle Inspections Acceptance, Subsection 3.6.3, prior to execution of this Agreement.

1.19 **LAW COMPLIANCE.**

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the contract resulting from this RFB. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

PART II - GENERAL CONDITIONS

2.1 **DEFINITIONS.**

2.1.1 **Affidavit:** The instrument which is to be signed by the Contractor and submitted to the District upon completion of the job, showing that all bills have been paid.

- 2.1.2 **Agreement**: A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor (Sample is attached to this RFB).
- 2.1.3 **And**: Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.4 **Bidder**: Any entity who submits a bid for the Project described in this RFB.
- 2.1.5 **Contractor**: The entity whose bid is accepted by the District and thereafter enters into a formal contract with the District.
- 2.1.6 **Contract Documents**: The Agreement, RFB, Technical Specifications, and other reference documents as described in this RFB.
- 2.1.7 **District**: The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 **District Project Manager**: Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through a designee duly authorized in writing. The District's Project Manager for this Project is Robin Bailey, Structure Operations Bureau.
- 2.1.9 **Notice of Intent to Award**: The official letter from the District announcing the successful bidder. Neither this Notice of Intent to Award nor the response constitutes a contract with the District.
- 2.1.10 **Notice To Proceed**: The official letter notifying the Contractor that the contract has been executed and to proceed with the work specified in the Notice to Proceed.
- 2.1.11 **Person**: Means and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or other capacity, whether appointed by a court or otherwise, and any combination of individuals.
- 2.1.12 **Reference Documents**: those design and technical documents, including drawings, technical specifications, general requirements, etc. applicable to this RFB that are listed in the Reference Document Section of the Table of Contents or elsewhere in this RFB.
- 2.1.13 **Scope of Work**: The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.

2.2 **TERM.**

The Agreement will be effective upon execution by all parties. The Agreement will remain in effect through September 30, 2023, unless terminated or extended through written notification. Services will commence October 1, 2022 upon written notice by the District and a Purchase Order shall be issued by October 31, 2022 authorizing payment for services commencing October 1, 2022. The Agreement may be extended unilaterally by the District for four (4) additional one (1) year terms beyond the initial term upon written notice by the District to the Contractor sent prior to the expiration of the then-current term. If the option to extend is exercised, a new or modified Purchase Order will be issued by October 31st of each renewal year.

2.3 **BID CALENDAR.**

The following is a list of key dates concerning this solicitation. All dates are subject to change:

- Request for Bids issued by the District..... July 22, 2022
- Question Period Ends..... August 9, 2022
- General and technical questions must be submitted in writing, by mail, e-mail, or fax no later than 10 business days before the opening date. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.*
- Due date for Bidders to submit responses (2:00 p.m.) August 23, 2022
- Notice of Intent to Award, anticipated posting by date..... September 2, 2022
- Agreement Execution, anticipated by date..... September 16, 2022
- Services Start date October 1, 2022
- Purchase Order, anticipated issuance by date..... October 31, 2022

2.4 **TAXES.**

The District is exempt from state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes applicable to materials purchased by the Contractor in accordance with Florida and federal law.

2.5 **FUEL COST ADJUSTMENT.**

The District will allow a fuel cost adjustment provision within any award resulting from this RFB. The bidder shall state in the area provided on the Bid Response Form the most recent cost per gallon of vehicle fuel purchased by the bidder at the time of entering the cost on the Bid Response Form. A unit price of either unleaded gasoline OR diesel fuel may be submitted on the Bid Response Form, depending upon the bidder’s vehicle type. This unit cost will then be considered as the base unit cost of any allowable increase (or decrease) throughout the term of the resulting agreement. The base unit cost will remain in effect until a fuel cost adjustment request is received by the District’s Project Manager.

The bidder may request a fuel cost adjustment once every six (6) months, if the cost per gallon increases by 10% or greater from the base unit cost, which shall be submitted in writing as a notarized affidavit with printouts of the following website(s) from the day of notarization. The notarized affidavit and supporting documentation must be sent to the District’s Project Manager via email and original sent to the following address for consideration: GSB – Mail Services, Building 8, 2379 Broad Street, Brooksville, FL 34604-6899.

Any adjustment in the cost per gallon of fuel that may be allowed under this provision will be based upon the daily average price of unleaded gasoline or diesel fuel as published on the www.tampagasprices.com website or a comparable website, such as AAA Gas Prices, <http://gasprices.aaa.com/?state=FL>, Hillsborough County, that tracks the cost of fuel prices daily throughout the Tampa Bay geographic area, and made effective at the time the notarized affidavit was submitted to the Project Manager.

The District will allow 16 gallons of fuel usage per day based upon a daily duty cycle of 196 miles at 12 miles per gallon.

The District's Project Manager will likewise require the Contractor to reduce any fuel cost adjustment using the same basis for calculation as the Bidder, in the event that fuel prices drop to more accurately reflect the actual current cost per gallon. The Project Manager will notify the Contractor in writing of the reduction in billable rate due to the fuel cost adjustment accordingly on the upcoming monthly invoice.

The District may request a fuel cost adjustment once every six (6) months, if the cost per gallon decreases by 10% or greater from the base unit cost. The decrease must be sustained and documented at least 30 calendar days apart prior to adjustment. Notice of fuel adjustment will be provided in writing to the Contractor's Project Manager with printouts of the above website(s) from the date of notification and a minimum of 30 calendar days prior. Price adjustment will be effective on the 1st day of the month following the date of the notification.

2.6 **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Manufacturer's Name and Approved Equivalents is not applicable to this solicitation.

2.7 **PUBLIC RECORDS LAW.**

Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, Florida Statutes, Florida's Public Records Law. A bidder's failure to comply with Chapter 119, Florida Statutes, will be grounds for rejection of the bid or termination of any contract by the District. See Attachment 9, Sample Agreement, Paragraph 6, Project Records and Documents, for additional details on the public record requirements.

2.7.1 Bidder, as part of this solicitation process (and as Contractor if bidder is successful) may in various forms or media hold, come into possession of, generate and/or make lawful copies of certain security and fire safety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District which under Section 119.071(3), Florida Statutes, are confidential and/or exempt from the inspection, examination, and/or duplication of public records provisions of Florida's Public Records Law (Exempt Plans). Information made exempt by Section 119.071(3), Florida Statutes, may only be disclosed to licensed architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree to maintain the exempt status of the Exempt Plans. Bidder has read and is familiar with Florida's Public Records Law. Bidder is and shall remain in compliance with said laws, including maintaining the exempt status of the Exempt Plans for so long as any Exempt Plans are held by or otherwise in bidder's possession and require the same of those with whom bidder lawfully shares the Exempt Plans. **Notwithstanding the preceding, bidder shall destroy all Exempt Plans (and any copies thereof in whatever media) in possession of bidder (or in possession of others by or through bidder) prior to the date and time set forth in Section 1.5.**

2.7.2 This section shall survive the award, termination, expiration, or cancellation of this RFB.

2.8 **PUBLIC ENTITY CRIMES.**

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the District if placement on either of these lists occurs. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.

2.9 **PURCHASES BY OTHER PUBLIC AGENCIES.** Purchases by other public agencies is not applicable to this solicitation.

2.10 **DISCRIMINATION.** Discrimination provision is not applicable to this solicitation.

2.11 **SCRUTINIZED COMPANIES.**

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By signing this solicitation, the bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement.

2.12 **EMPLOYMENT OF FLORIDA RESIDENTS.** Employment of Florida residents is not applicable to this solicitation.

2.13 **EMPLOYMENT ELIGIBILITY VERIFICATION.**

In accordance with Section 448.095, Florida Statutes, the awarded bidder, before entering into a contract with the District, will comply with Paragraph 16 of Attachment 5, Sample Agreement.

2.14 **LOBBYING PROHIBITION.** Lobbying Prohibition is not applicable to this solicitation.

2.15 **INDEMNIFICATION.**

The bidder agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the bidder, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the bidder's performance under any contract resulting from this RFB.

2.16 **INSURANCE.**

The contract resulting from this RFB will require the Contractor to maintain during the entire term of the Agreement, insurance in the kinds and amounts or limits with a company or companies

authorized to do business in the State of Florida as listed in Attachment 5, Sample Agreement, Paragraph 10, Insurance Requirements. The Contractor will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

2.17 FAILURE TO COMPLETE THE WORK ON TIME.

The Contractor shall coordinate and work cooperatively with the District's consultants as outlined in Figure 2 – Technical Specifications. The Contractor will take into account all contingent work which is to be done by other parties arising from any cause whatsoever and will not plead its want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

2.17.1 Nothing in this section will be construed as limiting the right of the District to declare the Agreement forfeited, or to take over the work, or to claim damages for the failures of the Contractor to abide by each and every one of the terms contained in the Contract Documents. Completion date will be construed as being the date on which the work is fully accepted by the District.

2.17.2 If the Contractor is delayed at any time, in the progress of the work, by an act of neglect of the District or its employees, agents, or consultants or by changes ordered by the District or by strikes, lockouts, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the aforementioned delays.

2.18 CONTRACTOR'S UNDERSTANDING.

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Contractor acknowledges that it has investigated and correlated his observations with the requirements of this RFB and satisfied itself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, lake stages, tides, or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that it is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all Drawings and Specifications and all other documents made a part of this RFB. Any failure by the Contractor to acquaint itself with the available information will not relieve Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB. If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the

Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify the District in writing about such condition. The Contractor shall not further disturb such condition or perform any work in connection therewith, except as aforesaid, until receipt of written order to do so.

2.19 **MATERIALS, APPLIANCES, LABOR.**

Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

2.20 **TOOLS AND EQUIPMENT.**

If at any time before the commencement or during the progress of the work, tools or equipment appear to the District to be insufficient, inefficient, or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve character, to augment its number or substitute new tools or equipment, as the case may be and the Contractor will conform to such order. The failure of the District to demand such increase of efficiency will not relieve the Contractor of its obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Agreement and to the satisfaction of the District.

2.21 **ESTIMATED QUANTITIES.**

Unless otherwise specified, the quantities stipulated in the bid for various items are approximate only and subject to increase or decrease in order to make them conform to the program or work selected and actual construction performed. The Contractor will perform a complete and finished job of the scope designated in the award whether the final quantities are more or less than those estimated. The Contractor will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the Total Bid Amounts submitted in response to this RFB.

2.22 **PROTECTION OF WORK AND PROPERTY.**

The Contractor will continuously maintain adequate protection of all its work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the Project. The Contractor will make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the District. The Contractor will adequately protect and maintain all passageways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.

2.22.1 At all times, the Contractor will protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.

2.23 **BACKGROUND CHECKS.**

Prior to allowing any Contractor employees to perform work for the District, the District will require the Contractor to perform and provide the District with a background check on all persons assigned to perform work for the District on behalf of Contractor. This will include, at a minimum,

a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as the Contractor, or the District may deem appropriate. All submissions shall indicate the role/function that the Contractor's employee will fulfill in the performance of this Agreement.

Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see Section 373.6055 Florida Statutes for further detail about statutory requirements).

All background check submissions by the Contractor shall be received by the District a minimum of 3 business days before the Contractor's employee performs work for the District on behalf of Contractor.

Initial background check submissions by Bidder will be required to be submitted per Section 1.18, Execution of Contract.

2.24 **DRIVER LICENSE.**

PART III – SCOPE AND SPECIFICATIONS

It is the purpose of this RFB to obtain a firm price to furnish and deliver, if and when ordered, to the District, all Courier Services for the District's Brooksville, Tampa, and Sarasota service offices.

3.1 **DISTRICT SERVICE OFFICE LOCATIONS TO BE SERVICED.**

3.1.1 Brooksville Headquarters (Service Office): 2379 Broad Street (U.S. Hwy 41 South), Brooksville, Florida 34604-6899

3.1.2 Tampa Service Office: 7601 Highway 301 North, Tampa, Florida 33637-6759

3.1.3 Sarasota Service Office: 78 Sarasota Center Blvd., Sarasota, Florida 34240

3.2 **SCHEDULED COURIER SERVICES.**

3.2.1 **Weekly Schedule.**

The span of service over a typical one (1) week period begins at the Brooksville Headquarters no earlier than 5:00 p.m. local time on Monday of each week and runs daily until approximately 6:30 a.m. local time Saturday.

Scheduled daily courier services will be performed for approximately 251 annual workdays. This is based on 260 weekdays per year minus the following District observed holidays, which are subject to change.

- New Year's Day
- Dr. Martin Luther King, Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day

- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

3.2.2 **Nighttime Service Schedule and Route.**

Round trip pickup and delivery will occur in the order listed below. There are no prearranged arrival times in which the stops are to occur at the service office locations.

Each Nighttime Service run is approximately 196 miles round trip.

- 3.2.2.1 Initial pickup at Brooksville District Headquarters (2 stops: Bldg. 8 and Bldg. 7 Lab) no earlier than 5:00 p.m. each workday.
- 3.2.2.2 Delivery and pickup service at the Sarasota Service Office (1 stop) no earlier than 7:00 p.m. each workday.
- 3.2.2.3 Delivery and pickup service at the Tampa Service Office (3 stops: Bldg. 1, Bldg. 2, and Bldg. 6 Coolers) no earlier than 8:00 p.m. each workday.
- 3.2.2.4 Final delivery at the Brooksville District Headquarters (2 stops: Bldg. 8 and Bldg. 7 Lab) no later than 6:30 a.m. the following day.

3.3 **UNSCHEDULED COURIER SERVICES.**

The District occasionally has need for an unscheduled courier service to be performed.

- 3.3.1 Unscheduled courier service will be provided on an “as needed”, “when needed” basis.
- 3.3.2 Typically unscheduled courier services, when required, are needed during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.
- 3.3.3 Typical service area includes, but is not limited to, Hernando, Hillsborough, Manatee, Pinellas, Polk, and Sarasota counties.
- 3.3.4 The maximum allowable response time to begin travel to initial pickup location for same day service of four (4) hours.

3.4 **TRANSPORTED ITEMS.**

The below list of items is typical of the items the District requires to be transported. The list provided is for example and is not an all inclusive list of everything that will or may be transported by the Contractor.

- Mail
- Interdepartmental Correspondence,
- Boxes of Records
- Coolers Filled with Water Quality Samples
- Miscellaneous Supplies
- Furniture

3.5 **AVERAGE LOAD INFORMATION.**

A study was conducted to determine the configuration of a typical daily load of deliverables by type, weight, and number of items. The data contained herein is provided as a basis for bidding purposes only. There may be occasions when the weight and/or number of items exceed the survey totals and averages indicated herein.

3.5.1 **Configuration.**

Deliverables will vary in quantity, configuration, and weight each day. The District will provide all containers if necessary. Typical daily cargo may consist of the following:

- 3.5.1.1 Plastic mail containers with interlocking lids approximately 21" x 15" x 12", containing assorted mail and items small enough to fit inside, such as files, correspondence envelopes, etc. (items can be switched to a bag to save space if needed).
- 3.5.1.2 Miscellaneous items including, but not limited to, boxes of records (banker's boxes), map boxes, photocopy paper, small business equipment, cleaning supplies, furniture, etc.
- 3.5.1.3 Mailing tubes and construction drawings measuring approximately 3" diameter x 36" long.
- 3.5.1.4 Ice chests empty and/or filled with water samples (approx. same size as plastic mail containers).

3.5.2 **Weight.**

The following represents the combined total weight of an average daily load of all deliverables picked up at the Brooksville, Tampa, and Sarasota Service Offices.

- 3.5.2.1 Daily Minimum: 5 lbs.
- 3.5.2.2 Daily Maximum: 1000 lbs.
- 3.5.2.3 Average Daily Load: 35 lbs.

3.5.3 **Number of Pieces.**

The following represents the combined total number of items contained in an average daily load transported from the Brooksville, Tampa, and Sarasota Service Offices:

- 3.5.3.1 Daily Minimum: 13 items
- 3.5.3.2 Daily Maximum: 50 items
- 3.5.3.3 Average Daily Load: 20 items

3.6 **DELIVERY VEHICLES AND INSPECTIONS.**

3.6.1 **Delivery Vehicles.**

The Contractor shall provide a minimum of two 2 delivery vehicles (one primary delivery

vehicle and backup delivery vehicle) that meet Federal Highway standards and are well maintained and fully enclosed and securable for transporting the District's deliverables.

3.6.2 Pre-Award Vehicle Inspections.

The District reserves the right to inspect any or all of the Bidders' vehicles that will be utilized in execution of the work prior to award. All inspections will take place at the discretion of the District. Location and time will be determined by the District at either the Brooksville Headquarters or Tampa Service Office, Monday – Friday between the hours of 8:00 a.m. to 3:00 p.m. Vehicle maintenance and registration records shall be made available for review at the time of this inspection. Bidder is responsible for all the Bidder's costs associated with the inspection including, but not limited to, Bidder's preparation for, travel to/from, transport of vehicles to/from, and time at the inspection.

Failure to comply with inspection request or requirements may result in your bid being considered non-responsive. Failure to appear at an arranged inspection place and time may result in your bid being considered non-responsive.

3.6.3 Pre-Award Vehicle Inspections Acceptance.

Acceptability will be based upon a sight evaluation and/or inspection of the proposed delivery vehicles to determine the suitability of the vehicle(s) to transport District material in a secure and effective manner. All delivery vehicles must be registered at the time of inspection in the State of Florida and maintain valid registration for the entirety of the term of any resulting Agreement.

If a vehicle is rejected by the District, the Bidder will have five (5) business days to correct deficiencies noted during inspection and submit for reinspection at the discretion of the District per Section 3.6.2. The Bidder may elect to provide a different vehicle for performance of the work and replacement vehicle shall be subject to the inspection and acceptance process of that vehicle.

The District, at its sole discretion, may reject any bid if the District determines that a Bidder's vehicle(s) is unable to perform up to the delivery and safety standards of the District to carry out the purpose and intent of this RFB and any resulting agreement.

3.6.4 Change in Delivery Vehicles.

Contractor must notify the District's Project Manager in writing of any change in vehicles being utilized in execution of the work including, but not limited to, the primary delivery vehicle and backup delivery vehicle within 2 business days of the change.

3.6.5 Post-Award Vehicle Inspections.

The District reserves the right to inspect any or all of the Contractor's vehicles that will be utilized in execution of the work at any time throughout the term of the Agreement. All inspections will take place at the discretion of the District. Location and time will be determined by the District at either the Brooksville Headquarters or Tampa Service Office, Monday – Friday between the hours of 8:00 a.m. to 3:00 p.m. Vehicle maintenance and registration records shall be made available for review at the time of this inspection. The Contractor is responsible for all the Contractor's costs associated with the inspection including, but not limited to, Contractor's preparation for, travel to/from, transport of vehicles to/from, and time at the inspection.

Failure to comply with inspection request or requirements may result in termination of Agreement. Failure to appear at an arranged inspection place and time may result in termination of Agreement.

At any time during the term of this Agreement, vehicle maintenance and registration records shall be available for review by the District upon request regardless of a request for a vehicle inspection.

3.6.6 Post-Award Vehicle Inspections Acceptance.

Acceptability will be based upon a sight evaluation and/or inspection of the proposed delivery vehicles to determine the suitability of the vehicle(s) to transport District material in a secure and effective manner. All delivery vehicles must be registered at the time of inspection in the State of Florida and maintain valid registration for the entirety of the term of any resulting Agreement.

The District, at its sole discretion, may reject any vehicle if the District determines that a Contractor's vehicle(s) is unable to perform up to the delivery and safety standards of the District to carry out the purpose and intent of this the Agreement.

If a vehicle is rejected by the District, the Contractor will have five (5) business days to correct deficiencies noted during inspection and submit for reinspection at the discretion of the District per Section 3.6.5. The Contractor may elect to provide a different vehicle for performance of the work and replacement vehicle shall be subject to the inspection and acceptance process of that vehicle.

3.7 VEHICLE AND BUSINESS SECURITY.

3.7.1 Delivery vehicle must be fully locked and secured whenever the Contractor's driver is not within 5 feet of the vehicle whenever any District materials are present in the delivery vehicle.

3.7.2 No District materials may be left outside delivery vehicle whenever the Contractor's driver is not within 5 feet of the vehicle.

3.7.3 No District materials shall remain in the possession of the Contractor between Nighttime Service intervals.

3.8 DELIVERABLES CONDITION, DAMAGE, AND LOSS.

3.8.1 All District materials and deliverables shall be delivered to the proper destination in the same condition as the items were retrieved.

3.8.2 The Contractor will protect all District materials and deliverables against damage or loss.

3.8.3 Contractor will make good any damage or loss to District materials, deliverables, and the packaging thereof at the discretion of the District.

3.8.4 All District materials must be protected from adverse weather conditions, including but not limited to rain, hail, wind, storms, prolonged sun exposure, and extreme heat conditions. This includes when moving from building to transport vehicle and from transport vehicle to building.

- 3.8.5 At no time may District materials be left in the rain or set on wet surfaces.
- 3.8.6 At no time may District materials be left in a vehicle without proper cooling/ventilation, creating higher than the current ambient air temperature conditions.
- 3.8.7 All District materials must be secured from shifting, sliding, or tipping over at all times.

3.9 CUSTOMER SERVICE ATTITUDE.

The Contractor's assigned driver representative(s) shall conduct themselves in a positive and professional manner at all times while conducting business on behalf of the District. Any recurring problems and/or complaints received by the District against the Contractor or the Contractor's assigned driver representative(s) which cannot be resolved, may result in termination of the Agreement.

3.10 DRIVER UNIFORM AND BADGE.

- 3.10.1 The Contractor shall provide and ensure that assigned driver representative(s) wear a uniform or company identification badge worn so that it is clearly visible on the waist or higher during the provision of services to the District that will enable them to be properly identified as an employee of the courier service. Uniform or Contractor badge must clearly identify Contractor name.
- 3.10.2 The Contractor shall ensure that while on District Campuses, all employees wear District Identification Badge provided by the District clearly visible on the waist or higher.
- 3.10.3 The Contractor shall ensure that employees do not provide access into the building to anyone. Each employee must utilize his/her assigned badge to access individually through each ingress/egress.
- 3.10.4 The Contractor shall ensure that the District's Project Manager be notified within 24 hours of an employee's termination. Identification badges will be returned by Contractor's Project Manager to the District's Project Manager immediately upon all employee terminations.

3.11 TOBACCO USE AND FRAGRANCES/ODORS.

- 3.11.1 All District Campuses are tobacco free. Tobacco use of any kind is strictly prohibited in all facilities and on all District properties to include any form of vapor products.
- 3.11.2 Tobacco and vapor products use of any kind is strictly prohibited around any District materials at any time. This includes while in transport in the Contractor's vehicle.
- 3.11.3 District materials may not be exposed to any fragrances or odors of any kind. This includes tobacco products, vapor products, perfumes, cleaning products, or other fragrances/odors via direct or indirect contact.

3.12 BACKUP SERVICE.

It shall be the responsibility of the Contractor to provide continuous, uninterrupted service in accordance with the specifications and schedules specified herein. Whenever anticipated courier services cannot be performed, backup resources including, but not limited to, driver(s) and/or vehicle(s), shall be provided by the Contractor to accomplish the services in accordance with the

bid specifications at no additional cost to the District.

3.13 LATE AND/OR MISSED PICKUPS AND DELIVERIES.

The District reserves the right to deduct charges for late or missed pickups and/or deliveries, in accordance with the following schedule, based upon the daily end-of-cycle Brooksville drop-off time of 6:30 a.m. These deductions will not apply to reasonable delays caused beyond the control of the Contractor/driver(s). Such delays shall be immediately reported to the District, and the District will determine applicable and reasonable justification.

3.13.1 Up to 1 hour late:

25% of the workday unit price

3.13.2 One (1) to 2 hours late or 1 missed pickup or delivery stop:

35% of the workday unit price

3.13.3 Over 2 hours late or 2 missed pickup or delivery stops:

60% of the workday unit price

3.13.4 No show or 3 or more missed pickup or delivery stops:

100% of the workday unit price

3.14 FURNISHING SERVICE.

All Contractor services are to be furnished on an “as needed, when-needed basis” during the life of the Agreement and there is NO guaranteed quantity expressed or implied to be utilized.

3.15 POST-AWARD PROJECT KICK-OFF MEETING AND TRAINING(S).

The awarded Contractor’s Project Manager, Supervisor, driver(s), and backup driver(s) that are to perform work for the District must attend a Project Kick-Off meeting and trainings at each of the 3 service office locations after Agreement execution and prior to the services start date. Date(s) and times for the Project kick-off meeting and training(s) will be determined by the District’s Project Manager after execution of this Agreement. The Contractor is responsible for all the Contractor’s costs associated with the Project kick-off meeting and trainings including, but not limited to, Contractor’s preparation for, travel to/from, and time at the meeting and trainings.

Any new employees employed by the Contractor after the Project kick-off meeting and training(s) will be required to be trained by a Contractor employee that attended the Project kick-off meeting and training(s) prior to performing work for the District on behalf of Contractor. Section 2.23, Background Checks, and Section 2.24, Driver License, apply before this training can be performed.

The District Project Manager may provide additional training(s) at their discretion upon request by the Contractor.

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT.

The District will award the contract to the lowest, responsive and responsible Bidder. Cost must be provided for all bid items. In the event there is a discrepancy in a calculation, the applicable

unit price will govern. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District.

The District will primarily evaluate bids based on line item 1 of the Bid Response Form. However, the remaining bid lines may factor into the evaluation of the bids if responses on any other bid line are not in-line with the market.

The District reserves the right to accept or reject bid proposals or cancel all bids to permit rewriting the bid specifications. The District reserves the right to delete line items as required to meet budget limitations. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

4.1.1 **SATISFACTORY REFERENCES**. Bid references must be provided as required by this RFB.

4.1.2 **ACKNOWLEDGMENT OF ADDENDA**. Bidder shall acknowledge receipt of all written Addenda issued for this RFB. Failure to acknowledge your receipt, review, and acceptance of any addenda may result in your bid being considered non-responsive.

4.1.3 **COMPLETION OF ALL BID DOCUMENTS**. All bid documents and forms included in Subsection 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive. The bidder must provide costs for all bid items.

4.1.3.1 **Bid and contract forms required with bid submission:**

- Attachment 1 - Bid Response Form
- Attachment 2 - Bidder Specific Qualifications
- Attachment 3 - Public Entity Crimes Statement

4.1.4.2 **Bid and contract forms optional with bid submission:**

- Attachment 4 - Certification Regarding Drug-Free Workplace Requirements

4.1.4.3 **Sample documents referenced in this RFB:**

- Attachment 5 - Sample Agreement

The remainder of this page has been intentionally left blank.

Bid and Contract Forms Required with Bid Submission

**ATTACHMENT 1
BID RESPONSE FORM
FOR
COURIER SERVICES
BID NUMBER RFB 22CN0003928**

The undersigned bidder has carefully read this Request for Bids (RFB) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. The bidder certifies that its bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. The bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder. The bidder agrees that it will provide the work as stipulated if awarded the contract.

The bidder certifies that the Attachment 2, Bidder Qualification Requirements information provided is true and correct to the best of its knowledge.

The bidder has also carefully read any Addenda issued for this RFB. Addenda are available at <http://www.watermatters.org/procurement> and www.demandstar.com. The bidder is responsible for reviewing these documents, signing each Addenda signature page, and submitting with the bidder's bid.

Bidder has not been debarred by a political agency within the State of Florida.

Bidder Name (Company Name as Contained on Corporate Seal)

Mailing Address	City	State	Zip Code
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Physical Address	City	State	Zip Code
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Telephone Number	Fax Number	Email Address
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Authorized Signature	Date	Print/Type Name and Title
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NOTE: If you are entering a "No Bid," please state reason below and email this form to procurement@watermatters.org.

**ATTACHMENT 1 (Continued)
 BID RESPONSE FORM
 FOR
 COURIER SERVICES
 BID NUMBER RFB 22CN0003928**

Address of service office within a 100-mile radius of the District's Tampa Service Office, 7601 US Highway 301, Tampa, Florida 33637-6759.

PRICING FOR PERIODS: INITIAL 1 YEAR TERM (OCT 1, 2022 - SEPT 30, 2023) FIRST 1 YEAR RENEWAL TERM (OCT 1, 2023 - SEPT 30, 2024) SECOND 1 YEAR RENEWAL TERM (OCT 1, 2024 - SEPT 30, 2025)					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
1	Scheduled Nighttime Courier Service:	251		Work-day	
2	Current cost per gallon of Unleaded Gasoline of vehicle fuel used in the calculation of the above unit prices.	1		Gallon	
3	Current cost per gallon of Diesel Fuel of vehicle fuel used in the calculation of the above unit prices.	1		Gallon	
4	Unscheduled Same Day Courier Service – Mileage:	1		Mile	
5	Unscheduled Same Day Courier Service – Minimum Fee:	1		Per Instance	

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**ATTACHMENT 1 (Continued)
 BID RESPONSE FORM
 FOR
 COURIER SERVICES
 BID NUMBER RFB 22CN0003928**

PRICING FOR PERIODS: THIRD 1 YEAR RENEWAL TERM (OCT 1, 2025 - SEPT 30, 2026) FOURTH 1 YEAR RENEWAL TERM (OCT 1, 2026 - SEPT 30, 2027)					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
6	Scheduled Nighttime Courier Service:	251		Work-day	
7	Current cost per gallon of Unleaded Gasoline of vehicle fuel used in the calculation of the above unit prices.	1		Gallon	
8	Current cost per gallon of Diesel Fuel of vehicle fuel used in the calculation of the above unit prices.	1		Gallon	
9	Unscheduled Same Day Courier Service – Mileage:	1		Mile	
10	Unscheduled Same Day Courier Service – Minimum Fee:	1		Per Instance	

The remainder of this page has been intentionally left blank.

**ATTACHMENT 2
BIDDER QUALIFICATION REQUIREMENTS
FOR
COURIER SERVICES
BID NUMBER RFB 22CN0003928**

A. BIDDER SERVICE OFFICE:

Bidder must have a service office within a 100-mile radius of the District's Tampa Service Office, located at 7601 US Highway 301, Tampa, FL 33637-6759 in order to submit a bid response and must list this service address on Attachment 1, Bid Response Form.

B. REFERENCES FOR BIDDER:

The bidder must provide a minimum of 3 references who can verify bidder's qualifications and past performance record on projects that meet the following requirements:

- Service provided within the last 5 years.
- Similar in size and scope to this Project.
- Minimum of 2 references shall be from sources other than the District.

Required format for references is provided in this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference contact person shall have been informed that they are being used as a reference and that the District may be contacting them.

C. ORGANIZATION CHART:

Bidder must provide an Organization Chart showing bidder's team members (including the Office Manager, Project Manager, and Supervisor) and identifying specific responsibilities of each team member.

The remainder of this page has been intentionally left blank.

REFERENCE FORMAT

Bidder Name: _____

Reference Business Name: _____

Reference Business Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Contract Amount: _____

Total Man Hours per Day/Week: _____

Date Services Commenced: _____

Date of Services Completion (if applicable): _____

Description of Services Performed: _____

**ATTACHMENT 3
PUBLIC ENTITY CRIMES STATEMENT
FOR
COURIER SERVICES
BID NUMBER RFB 22CN0003928**

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

_____ (print individual's name and title)

for

_____ (print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287, 1 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and

Bid and Contract Forms Optional with Bid Submission

ATTACHMENT 4
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
COURIER SERVICES
BID NUMBER RFB 22CN0003928

Bidder certifies that it will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the bidder's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace.
 - 2.2 The bidder's policy of maintaining a drug-free workplace.
 - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the bid, the employee will:
 - 4.1 Abide by the terms of the statement.
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.

6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

Bidder may insert in the space provided below the site(s) for the performance of work done in connection with this specific bid:

Place of Performance (Street address, city, county, state, zip code)

Company:

By:

Signature of Authorized Representative Date

Sample Forms Referenced in this RFB

**ATTACHMENT 5
SAMPLE AGREEMENT
COURIER SERVICES
BID NUMBER RFB 22CN0003928**

AGREEMENT NO. 22CN0003928

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
COURIER SERVICES

This Agreement is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District" and _____, a private corporation, whose address is _____, hereinafter referred to as the "Contractor."

WITNESSETH:

Whereas, the District desires to engage the Contractor to perform all work required for the Courier Services, hereinafter referred to as the "Project"; and

Whereas, the Contractor represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the District; and

Whereas, the District and the Contractor have agreed on the type and extent of services to be rendered by the Contractor and the amount and method of compensation to be paid by the District for services rendered.

Now therefore, the District and the Contractor, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR.

The Contractor will perform as an independent contractor and not as an employee, representative or agent of the District.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with Project coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the District:
Mike Mullarkey
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

Project Manager for the Contractor:
Name
Company Name
Address
City, State, Zip Code

Any changes to the above representatives or addresses must be provided to the other party in writing.

3. SCOPE OF WORK.

The Contractor, upon written notice to proceed from the District, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the Project, and perform in accordance with the terms and conditions of this Agreement, the Special Project Terms and Conditions, set forth in Exhibit "A," the District's Request For Bids 22CN0003928 (RFB) including all Addenda, and the Contractor's response to the RFB, which are both incorporated herein by reference. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, must be mutually agreed to in a formal written amendment signed by both parties prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

4. COMPENSATION.

Payment shall be authorized to the Contractor through a written Purchase Order (PO) on a Unit Price basis, in accordance with the Bid Response Form or as otherwise stated herein. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, upon receipt of a proper invoice as defined in subparagraph 4.2. Invoices will be submitted monthly by the Contractor to the District electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

In addition to sending an original invoice to the District's Accounts Payable Section as required above, copies of invoices may also be submitted to the District's Project Manager in order to expedite the review process.

4.1 The District's performance and payment pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement.

4.2 All invoices must include the following information: (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) Contractor's invoice number and

date of invoice; (3) District Agreement number; (4) Dates of service; (5) Contractor's Project Manager; (6) District's Project Manager; (7) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the District's dispute resolution procedure.

- 4.3 If an invoice does not meet the requirements of this Agreement, the District's Project Manager, after consultation with his or her Bureau Chief, will notify the Contractor in writing that the invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the invoice proper. If a corrected invoice is provided to the District that meets the requirements of the Agreement, the invoice will be paid within ten business days after the date the corrected invoice is received by the District.
- 4.4 In the event any dispute or disagreement arises during the course of the Project, including those concerning whether a deliverable should be approved by the District, the Contractor will continue to perform the Project work in accordance with the District's instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than 10 days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Division Director. If not resolved by the Division Director, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the District's Office of General Counsel will issue a final determination. The Contractor will proceed with the Project in accordance with the District's determination; however, such continuation of work will not waive the Contractor's position regarding the matter in dispute. No Project work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5 By October 5th of each year of the Agreement, the Contractor must provide the following documentation to the District for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6 Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:
- "I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Courier Agreement between the Southwest Florida Water Management District and _____ (Agreement No. 22CN0003928), are allowable, allocable, properly documented, and are in accordance with the approved project budget."
- 4.7. The District may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District.

5. CONTRACT PERIOD.

The Agreement will be effective upon execution by all parties. The Agreement will remain in effect through September 30, 2023, unless terminated or extended through written notification. Services will commence October 1, 2022 upon written notice by the District and a Purchase Order shall be issued by October 31, 2022 authorizing payment for services commencing October 1, 2022. The Agreement may be extended unilaterally by the District for four (4) additional one (1) year terms beyond the initial term upon written notice by the District to the Contractor sent prior to the expiration of the then-current term. If the option to extend is exercised, a new or modified Purchase Order will be issued by October 31st of each renewal year.

6. PROJECT RECORDS AND DOCUMENTS.

The Contractor, upon request, will permit the District to examine or audit all Project related records and documents during or following completion of the Project at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Contractor under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Contractor will maintain all such records and documents for at least five (5) years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Contractor and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

6.1. Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the Contractor shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District's custodian of public records, 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 by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

- 6.2. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 4555, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:**

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the Contractor in writing.

- 6.3. Notwithstanding anything in this Agreement to the contrary, if, as part of its performance of this Agreement Contractor, holds, comes into possession of, distributes, generates, and/or creates lawful copies in any media of security or firesafety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District, which pursuant to Section 119.071(3), Florida Statutes are confidential and/or exempt from the inspection, examination and duplication of public records provisions of Chapter 119, Florida Statutes and Subsection 24(a), Article I of the State Constitution (singularly or collectively, and inclusive of any copies made in any media by or through Contractor, the "Exempt & Confidential Documents"), then Contractor agrees to:
- 6.3.1. maintain the exempt and/or confidential status of said Exempt & Confidential Documents for so long as they are in Contractor's possession; and
 - 6.3.2. only disclose that portion of the Exempt & Confidential Documents as is necessary to those architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree in writing to maintain the exempt status of the Exempt Plans; and
 - 6.3.3. return to the District as part of Contractor's final payment invoice (request for final payment), all Exempt & Confidential Documents in the possession of Contractor (or in the possession of others by or through Contractor) and certify in writing that all such Exempt & Confidential Documents in the possession of Contractor (or in the possession of others by or through Contractor) have either been so returned or destroyed. The presence of such returned documents and Contractor's written certification shall be an additional express condition precedent to Contractor's final payment invoice being considered a proper payment request or invoice; and

6.3.4. include the requirements of this provision (appropriately modified for identification of the parties and their specific obligations) in every subcontract of any tier arising out of or related to this Agreement.

6.4. This provision shall survive the termination or expiration of this Agreement. Nothing in the foregoing shall excuse Contractor's obligation to generate and provide the District with signed and sealed plans, drawings, as-builts, etc. as required by this Agreement and industry standard practice.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with District funds or developed in connection with this Agreement will be and will remain the property of the District.

8. REPORTS.

The Contractor will provide the District with any and all reports, models, studies, maps, or other documents resulting from the Project at no cost to the District.

9. INDEMNIFICATION.

The Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under any contract resulting from this Agreement. This provision will survive the expiration or termination of this Agreement.

10. INSURANCE REQUIREMENTS.

The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the District has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

10.1. Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent; with the following minimum limit and coverage:

\$1,000,000 Per Occurrence / \$2,000,000 Aggregate

10.2. The District and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the District's interests arising from this Agreement.

10.3. Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit.....\$500,000

10.4. The Contractor shall provide evidence of crime/fidelity insurance and name the District as additional insured; with the following minimum limit and coverage:

\$1,000,000 Per Loss for High Value Property

\$100,000 Per Loss for Lower Value Property

10.5. The Contractor must carry workers' compensation insurance in accordance with Chapter 440, Florida Statutes if applicable. If Contractor hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the Contractor from the third party. If the Contractor does not carry workers' compensation coverage, Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in Chapter 440, Florida Statutes and a certificate of exemption from workers' compensation coverage. Employers Liability with minimum limits of \$500,000 each accident/\$500,000 by employee/\$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.

10.6. The Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the District within five (5) business days of the Contractor's notice of such cancellation or change from its insurance carrier.

11. TERMINATION WITHOUT CAUSE.

This Agreement may be terminated by the District without cause upon 10 days written notice to the Contractor. Termination is effective upon the 10th day as counted from the date of the written notice or other date as indicated in the notice. In the event of termination under this paragraph, the Contractor will be entitled to compensation for all services provided to the District up to the date of termination, on a pro-rated basis and which are within the Scope of Services set forth in Paragraph 3 and are allowed under this Agreement. This paragraph shall survive the termination or expiration of this Agreement.

12. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the District, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District pursuant to Paragraph 11, Termination Without Cause.

13. RELEASE OF INFORMATION.

The Contractor agrees not to initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the District's Project Manager and Public Affairs Bureau Chief no later than 3 business days prior to the interview or press release.

14. ASSIGNMENT.

Except as otherwise provided in this Agreement, Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the District. If the Contractor assigns its rights or delegates its obligations under this Agreement without the District's prior written consent, the District is entitled to terminate this Agreement. If the District terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the District's claim for damages.

15. LAW COMPLIANCE.

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

16. EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with Section 448.095, Florida Statutes, the Contractor, before entering into a contract with the District, agrees with the following: (i) it will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the Contractor was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), Florida Statutes. Upon good faith belief that the Contractor or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The Contractor shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the Contractor and each subcontractor performing through the Contractor are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

17. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and Venue will lie exclusively in the County of

Hillsborough. This provision shall survive the termination or expiration of this Agreement.

18. REMEDIES.

Unless specifically waived by the District, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the District, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the Contractor. Additionally, the District will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The District's waiver of any of the Contractor's obligations will not be construed as the District's waiver of any other obligations of the Contractor. This provision shall survive the termination or expiration of this Agreement.

19. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This provision does not constitute a waiver of the District's sovereign immunity or extend the District's liability beyond the limits established in Section 768.28, Florida Statutes. This provision shall survive the termination or expiration of this Agreement.

20. DRUG-FREE WORKPLACE.

Prior to the commencement of any work by the Contractor pursuant to the terms of this Agreement, the Contractor must provide the District with written certification that it has implemented a drug-free workplace program in accordance with Subsection 440.102(15), Florida Statutes, and provide the District with the written certifications from any subcontractors to which the provisions of Subsection 440.102(15), Florida Statutes, also apply.

21. SUBCONTRACTORS.

No subcontractors or independent contractors are permitted to be utilized by the Contractor in performance of this work. All worker's that perform work for the District on behalf of Contractor must be fully employed directly by the Contractor. Nothing in this Agreement will be construed to create or be implied to create any relationship between the District and any subcontractor of the Contractor.

22. DISADVANTAGED BUSINESS ENTERPRISES.

The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities

under this Agreement.

23. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

24. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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, 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 Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the District if placement on either of these lists occurs.

25. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By signing this Agreement, the Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Contractor is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

26. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only by a written amendment signed by Contractor and the District through their respective authorized representatives as stated herein.

27. DOCUMENTS.

The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to the District's RFB, and then to the Contractor's response to the RFB.

Exhibit "A" Special Project Terms and Conditions
District's Request for Bids 22CN0003928
Contractor's Response to RFB 22CN0003928

The remainder of this page has been intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

By: _____ Date
Name: _____
Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
COURIER SERVICES

EXHIBIT "A"

SPECIAL PROJECT TERMS AND CONDITIONS

1. The Contractor, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the Project.
2. All persons entering the Project area on behalf of the Contractor will adhere to posted speed limits and traffic patterns.
3. Foul/offensive language will not be permitted.
4. The Contractor is responsible for all safety aspects of the job and his employees, including all lower tier subcontractors on the job site. The Contractor and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The Contractor must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.

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