



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BID (RFB) 25-4735
AGGREGATE FOR GREEN SWAMP EAST
MAIN GRADE ROAD REPAIR FY25**

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

**DIRECT INQUIRIES TO: Ari Horowitz, Procurement Specialist
TELEPHONE: (305) 505-2970
Email: procurement@watermatters.org
Posted: November 14, 2025**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Bidders to furnish and deliver aggregate as specified in this solicitation. This material is more specifically described in this Request for Bid(s) (RFB). The successful Bidder, hereinafter Vendor, will deliver the required material F.O.B. destination point to the locations specified in this solicitation.

PRE-BID CONFERENCE/SITE VISIT – NONE

All reference documents (Maps) are available for review and download in PDF format at <http://www.watermatters.org/procurement> and www.demandstar.com.

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

**ALL QUESTIONS MUST BE SUBMITTED IN WRITING FOR RECEIPT BY
NOVEMBER 25, 2025, AT 5:00 P.M. LOCAL TIME.**

BID DUE DATE AND OPENING: DECEMBER 9, 2025 AT 2:00 P.M. LOCAL TIME.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AGGREGATE FOR GREEN SWAMP EAST
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REQUEST FOR BID 25-4735**

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REFERENCE DOCUMENTS – Available for download from the District and DemandStar websites or if exempt per chapter 119, Florida Statutes, as stated in the Internet Availability and the Exempt and Confidential Documents sections of this RFB:

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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 DEVELOPMENT COST.

Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response for this RFB. All submissions should be prepared simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of this RFB.

1.3 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); 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.

1.4 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.

1.5 QUESTIONS.

All questions should be presented in writing to the Procurement Services Office at procurement@watermatters.org for receipt no later than the date and time listed on the cover sheet. Inquiries must reference the date of bid opening, bid title, and number. Bidders are responsible for checking the websites listed in the Internet Availability section for the District's responses to the questions presented.

1.6 BID RECEIPT AND OPENING.

The bid opening will be public, on the date and at the time specified on the Cover Sheet. It is the Bidder's responsibility to ensure its response is uploaded to the DemandStar website before due date and time. Bids that for any reason are not so received will not be considered. The Bidders must submit one complete response package electronically through www.demandstar.com. Instructions on how to submit documents are included with this RFB. Bids 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. The Bidders are responsible for all costs associated with the preparation of their bids.

The District may make an award within 90 days after the date of the opening, during which period the bids shall remain firm and shall not be withdrawn. If award is not made within 90 days, the bids shall remain firm until either the District awards the contract or the District receives written notice from a Bidder that its bid is withdrawn.

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 at the date and time listed on the cover sheet of this RFB. Persons 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/4qy8rDa>
 Or call in (audio only)
 +1 786-749-6127,,700672884# United States, Miami
 Phone conference ID: 700 672 884#

1.7 **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, addenda or questions and answers related to this RFB issued by the District will be posted to the websites identified in Internet Availability section. Persons/firms receiving the RFB from the District's internet website are responsible to recheck the websites for any changes or addenda related to this RFB. Bidders will acknowledge receipt of all addenda in their responses.

1.8 **CANCELLATION.**

The District reserves the right to cancel the RFB prior to or after the bid opening, reject all bids, or cancel the Award or Intent to Award and will give notice of cancellation by posting a notice on the websites identified in the Internet Availability section. 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.

1.9 **BID WITHDRAWAL.**

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

1.10 **BID SIGNATURE AND FORM.**

An authorized representative of the Bidder must sign the Bid Response Form that will be electronically uploaded to 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.

1.11 CONTRACT BID AMOUNT.

The total bid amount must be typed or written on the Bid Response Form and include the bid breakouts where indicated. The Bid Response Form will include unit price pay items for the material. 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.

1.12 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 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 fails 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 does 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.

1.14 BID TABULATION AND NOTICE OF INTENDED DECISION.

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 submitted a bid in response to this RFB and their prices listed at time of opening) will be posted for review by interested parties on the websites identified in the Internet Availability section in accordance with Section 255.0518, Florida Statutes. Bid recaps and bid tabulations will not be provided by telephone, fax, or email. 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 the Basis for Award of Contract section. A Notice of Intent to Award will be posted for review on the websites identified in the Internet Availability section.

1.15 **PROTESTS.**

Any bidder who protests the specifications or decision, or intended decision, must file with the District a notice of protest and formal protest in compliance with chapter 28-110, Florida Administrative Code, and applicable provisions in section 120.57, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under chapter 120, Florida Statutes.

1.16 **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. If applicable, the Contractor will comply with the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, in the procurement of professional services required for the work. The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this Project, and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work described herein

PART II - GENERAL CONDITIONS

2.1 **DEFINITIONS.**

- 2.1.1 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Vendor.
- 2.1.2 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.3 **Bidder:** Any firm who submits a bid for the Project described in this Request for Bids.
- 2.1.4 **Bid Price:** The bid price shall include all materials, freight, required insurance, travel, and delivery.
- 2.1.5 **District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.6 **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.
- 2.1.7 **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.

2.2 **TERM.**

Agreement will be effective upon execution by both parties and shall remain in effect through May 31, 2026.

2.3 **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 Vendor in accordance with Florida law.

2.4 **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.**

Whenever an item of equipment or material is specified or described in the solicitation by using any manufacturer's names, trade names, brand names, information and/or catalog numbers, the names of one or more proprietary items, or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the minimum standard of composition, type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that the District authorize the use of other items of equipment or material, or items from other proposed Suppliers which meets or exceeds the bid specification, in accordance with the process outlined in the solicitation.

2.5 **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 the Project Records and Documents section of the Sample Agreement included in this RFB, for additional details on the public record requirements.

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

2.6 **PUBLIC ENTITY CRIMES.**

Pursuant to sections 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 submitting a response to this RFB, the bidder certifies that it is not on the convicted vendor list. The bidder further agrees to notify the District if placement on this list occurs.

2.7 **PURCHASES BY OTHER PUBLIC AGENCIES.**

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This Agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.

2.8 WITHHOLDING PAYMENT.

The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Bidder 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 Bidder or its affiliates to the District against any payments due the Vendor under any contract with the District.

2.9 DISCRIMINATION.

Discrimination provision is not applicable to this solicitation.

2.10 RESPONSIBLE VENDOR DETERMINATION.

The Bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.11 SCRUTINIZED COMPANIES.

Pursuant to section 287.135, Florida Statutes, a company or other entity 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 or Other Entities 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 the amount of one hundred thousand dollars or more. If the goods or services are in the amount of one million dollars or more, the company or other entity must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. By submitting a Bid, 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 Agreement amount. The District has the option to terminate such contract if the contracting company or other entity is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

2.12 EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with section 448.095, Florida Statutes, the bidder, prior to entering into a contract with the District, certifies: (i) it, and any subcontractor, 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 new employees of the bidder or subcontractor, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the bidder 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(5)(b), Florida Statutes. Upon good faith belief that the bidder 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 bidder 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 bidder is an E-Verify system participant 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>. This provision shall be incorporated into any resulting contract with the District.

2.13 NO USE OF COERCION FOR LABOR OR SERVICES.

In accordance with section 787.06, Florida Statutes, a nongovernmental entity, prior to entering into, renewing or extending a contract (including a purchase order) with the District, must provide the District with an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. The affidavit form is attached.

2.14 INDEMNIFICATION.

Vendor/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 attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Agreement. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.

2.15 INSURANCE.

The Vendor 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.

2.15.1 COI. Certificates of insurance issued by the Vendor under this Agreement shall name the Southwest Florida Water Management District as certificate holder and place the following information in the description of operations section:

Southwest Florida Water Management District is an Additional Insured in regards to the liability policies as per the Agreement.
 Agreement No. 25CN0004735; Aggregate for Green Swamp East Main Grade Road Repair FY25
 Project Manager – Ben Chewning

2.15.2 Additional Insured. The District and its employees, agents, and officers shall be an Additional Insured in regards to all liability policies with exception of Professional Liability and Worker's Compensation. The Vendor shall demonstrate by listing the District as an additional insured in the Additional Insured Column and the Description of Operations section of the certificate of insurance (or other proof acceptable to the District).

2.15.3 Waivers of Subrogation. Any waiver of subrogation shall extend to the District's favor. Vendor shall demonstrate such waiver by delivery of the applicable endorsement and check the Subrogation Waived column (or other proof acceptable to the District) to the District's Project Manager concurrent with delivery of its signature on this Agreement.

2.15.4 Notice of Cancellation. The Vendor 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 a minimum of 30 days' notice prior to any modifications or cancellation of policies, with ten days' notice of cancellation due to non-payment of premium.

2.15.5 The Vendor must obtain certificates of insurance from any sub-vendor otherwise the Vendor must provide evidence satisfactory to the District that coverage is afforded to the sub-vendor by the Vendor's insurance policies.

2.15.6 Required Coverage. Vendor shall 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:

2.15.6.1 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, and with no water exclusion; with the following coverage of not less than:

\$1,000,000 per occurrence / \$2,000,000 aggregate

2.15.6.2 Auto liability insurance with the following coverage of not less than:

Combined Single Limit of \$500,000

2.15.6.3 Workers' compensation insurance in accordance with chapter 440, Florida Statutes and federal statutes, if applicable. If the Vendor hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the Vendor from the third party. If the Vendor does not carry workers' compensation coverage, the Vendor must submit to the District both an affidavit stating that the Vendor meets the requirements of an independent contractor as stated in chapter 440, Florida Statutes, and a certificate of exemption from workers' compensation coverage.

2.15.6.4 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.

2.16 **STANDARDS FOR QUALITY AND WORKMANSHIP.**

All materials furnished by the Vendor for permanent incorporation into the work will be new and of quality standards as specified. It is the District's intent to obtain a high-quality material that will operate and function with least maintenance costs.

2.17 **BID PRICE.**

The bid price shall include all materials, freight, required insurance, travel, and delivery.

2.18 **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 work performed. The Vendor 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 Vendor will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the Attachment 1, Bid Response Form, submitted in response to this RFB.

2.19 **TESTS.**

The District will have the right to require all materials to be submitted to test prior to incorporation into the work by an appropriately certified testing company. In some instances, it may be expedient to make these tests at the source of supply, and for this reason, it is requested that the Contractor furnish the District with information concerning the location of his source before incorporating material into the work. This does not in any way obligate the District to perform tests for acceptance of material and does not relieve the Vendor of his responsibility to furnish satisfactory material. The Vendor will furnish two copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated into the work. The Vendor will pay all costs for testing required together with other changes incidental to testing.

PART III – SCOPE AND SPECIFICATIONS

3.1 **SCOPE.**

The purpose of this RFB is for the purchase of aggregate to include all expenses described in the Bid Price section, of this RFB. The District does not guarantee any minimum or maximum quantities under this RFB.

3.2 **MATERIAL SPECIFICATIONS.**

3.2.1 Commercial Lime Rock Base: Shall be clean material, reasonably free of stones greater than 2-1/2 inches in diameter, sharp flinty rocks, organics, and other foreign materials. Material does not need to meet Florida Department of Transportation (FDOT) specifications but must comply with the quality standards described in this solicitation.

3.3 **MATERIAL DELIVERY.**

- 3.3.1 First delivery shall be within five business days of receipt of Purchase Order unless otherwise authorized by the District in writing.
- 3.3.2 Anticipated issuance date of first Purchase Order is by January 12, 2026 with a delivery completion date of February 20 2026, unless otherwise authorized in writing by the District.
- 3.3.3 The delivery date(s) will be determined by the District Project Manager in coordination with the Vendor.
- 3.3.4 The number of deliveries needed to complete the order will be determined by the District Project Manager in coordination with the Vendor.
- 3.3.5 Delivery of materials shall take place Monday through Thursday between the hours of 6:00 A.M. – 6:00 P.M. local time excluding District Holidays, unless otherwise authorized by the District in writing.

District Holidays include the following:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- *Other days may apply.

- 3.3.6 Corresponding delivery slips must be included with each invoice(s) in order for the invoice(s) to be processed and paid.
- 3.3.7 A mailbox will be at the stockpile location for delivery slips to be deposited following each delivery.
- 3.3.8 The roadway should provide a firm surface for use of mini-wheel dump trucks (also known as standard triple axle or quad axle dump trucks) and the use of semi-dump trucks (also known as rock trucks). Vendor shall use caution to avoid driving off the roadway due to possible soft shoulder/ground conditions.
- 3.3.9 A combination lock will be on gates for truck access. Gates must be secured at each ingress and egress from the site. Gate must not be left unsecured at any time. Only Vendor employees are permitted or allowed access.
- 3.3.10 District staff may be present at each delivery.

3.4 **DELIVERY LOCATION.**

- 3.4.1 Main entrance and construction gate to the right of parking area when facing East after turning off of SR 471.
- 28057 SR 471
Webster, Florida 33597
 - Latitude/Longitude: 28.345900N / 82.055443W
- 3.4.2 Directions to Main Entrance Gate:
- Traveling south from Hwy 50 and SR 471, Tarrytown; travel approximately 14.37 miles and the Green Swamp East Wilderness Preserve main entrance will be on your left.
 - Traveling north from US 98 and SR 471, Lakeland area; head north approximately 6.74 miles and the Green Swamp East Wilderness Preserve main entrance will be on your right.

3.4.3 Stockpile Location:

- Latitude/Longitude: 28.326164N / 82.038799W
- Using the construction gate located on the right side of the parking area (when facing East), travel approximately 2.41 miles down the lime rock road to the laydown yard at the old lime rock quarry.

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF AGREEMENT.

The District will award the contract to the lowest, responsive and responsible bidder. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the District for the procurement of commodities or contractual services, a bid, proposal, or reply received from a bidder that certifies that it has implemented a drug-free workplace program in conformance with section 287.087, Florida Statutes, shall be given preference in the award process.

Cost must be provided for all bid line items.

If 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 reserves the right to delete line items, reduce quantities, increase quantities, or order additional materials as required to meet budget limitations or project requirements. Responsive bids must contain all 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 ACKNOWLEDGMENT OF ADDENDA. The Bidder shall acknowledge receipt of all written addenda issued for this RFB. Failure to acknowledge receipt, review, and acceptance of any addenda may result in the bid being considered non-responsive.

4.1.2 COMPLETION OF ALL BID DOCUMENTS. All bid documents and forms included in Subparagraph 4.1.2.1 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.

4.1.2.1 Bid and contract forms required with bid submission:

- Attachment 1 – Bid Response Form
- Attachment 2 – Certification Clean Air Act/Clean Water Act
- Attachment 3 – Certification Regarding Federal Drug-Free Workplace
- Attachment 4 – Affidavit for No Use of Coercion for Labor or Services

4.1.2.2 Sample forms referenced in this RFB:

- Attachment 5 – Sample Purchase Order Terms and Conditions
- Attachment 6 – FEMA Federal Contract Terms

**ATTACHMENT 1
BID RESPONSE FORM
FOR
AGGREGATE FOR GREEN SWAMP EAST
MAIN GRADE ROAD REPAIR FY25
BID NUMBER RFB 25-4735**

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. Upon award to the Bidder and execution by the District below, terms and conditions of this RFB will be effective and binding upon both parties.

The Bidder certifies that the attachment 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.

- ☐ **The Bidder has not been debarred by a political agency within the State of Florida.**
- ☐ **Bidder has a Drug-Free Workplace Program in conformance with section 287.087, Florida Statutes. (Optional)**

Bidder Name (Company Name as Contained on Corporate Seal)

Mailing Address	City	State	Zip Code
-----------------	------	-------	----------

Physical Address	City	State	Zip Code
------------------	------	-------	----------

Telephone Number	Email Address
------------------	---------------

Authorized Signature	Date	Print/Type Name and Title
----------------------	------	---------------------------

NOTE: If you are entering a "No Bid," please state reason below and email this form to procurement@watermatters.org.

Upon award to the Bidder and execution by the District below, terms and conditions of this RFB will be effective and binding upon both parties.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

**ATTACHMENT 1 (Cont.)
BID RESPONSE FORM
FOR
AGGREGATE FOR GREEN SWAMP EAST
MAIN GRADE ROAD REPAIR FY25
BID NUMBER RFB 25-4735**

Price shall remain firm through the term of the Agreement.

BID RESPONSE FORM					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (\$)	EXTENDED PRICE (\$) (QUANTITY x UNIT PRICE)
1	Commercial Lime Rock Base	18,720	Tons	\$ _____	\$ _____
Total:					\$ _____

The remainder of this page intentionally left blank.

**ATTACHMENT 2
CERTIFICATION
CLEAN AIR ACT/CLEAN WATER ACT
FOR
REQUEST FOR BID 25-4735
AGGREGATE FOR GREEN SWAMP EAST
MAIN GRADE ROAD REPAIR FY25**

On behalf of _____ (Bidder), I certify that Bidder is not on the EPA *Excluded Parties List System* concerning the Clean Air Act (CAA) or the Clean Water Act (CWA).

I further certify:

- 1) Bidder will not use any facility on the *Excluded Parties List System* in the performance of any non-exempt contract, grant or loan for the duration of time that the facility remains on the List.
- 2) Bidder will notify the District if the Bidder intends to use a facility in the performance of the contract, grant, or loan that has been recommended to be placed on the *Excluded Parties List System*.
- 3) In the performance of the contract, grant or loan, Bidder will comply with all requirements of the CAA and the CWA, including the requirements of section 114 of the CAA and section 308 of the CWA, and all applicable clean air standards and clean water standards, See Federal Acquisition Regulations, 2 CFR 180; 2 CFR 1532, Subpart J, 48 CFR Part 9, Subpart 9.4.

By: _____
Authorized Signatory Date

Name: _____

Title: _____

ATTACHMENT 3
CERTIFICATION REGARDING FEDERAL DRUG-FREE WORKPLACE REQUIREMENTS
FOR
REQUEST FOR BID 25-4735
AGGREGATE FOR GREEN SWAMP EAST
MAIN GRADE ROAD REPAIR FY25

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 section 1.
4. Notifying the employee in the statement required by section 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.

Business: _____

By: _____
Authorized Signatory Date

Name: _____

Title: _____

**ATTACHMENT 4
AFFIDAVIT**

**Statement Under Section 787.06(13), Florida Statutes
No Use of Coercion for Labor or Services**

Pursuant to section 787.06(13), Florida Statutes, this form must be completed by an officer or representative of the nongovernmental entity executing, renewing, or extending a contract with a governmental entity.

The entity identified below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Authorized Representative/Officer's Printed Name: _____

Authorized Representative/Officer's Title: _____

Signature: _____

Date: _____

**ATTACHMENT 5
SAMPLE PURCHASE ORDER TERMS AND CONDITIONS
FOR
AGGREGATE FOR GREEN SWAMP EAST
MAIN GRADE ROAD REPAIR FY25
BID NUMBER RFB 25-4735**

PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order issued by the Southwest Florida Water Management District (District) constitutes a binding contract under the terms and conditions contained herein and on attachments hereto when accepted by the Vendor/Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. All invoices must include this Purchase Order number and be mailed to the "Bill To" address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
2. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Contractor fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
3. Vendor/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 attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
4. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
5. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, Florida Statute, and the provisions of the Uniform Commercial Code, Chapters 671 and 672, Florida Statute. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hillsborough County.
6. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), Florida Statute, Vendor/Contractor warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months, and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
7. Vendor/Contractor providing services to the District will obtain and maintain such insurance coverage types and amounts as specified by the District. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise, such coverage will be afforded to the subcontractor by the Vendor/Contractor's insurance policies. Such insurance will be available for District review upon request.
8. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.
9. This Purchase Order and any related agreement referenced on the face of this Purchase Order, constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.
10. All materials, drawings or other items provided by the District to Vendor/Contractor will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.
11. Materials will be properly packaged and marked with the Purchase Order number.
12. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.
13. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B shipping point, the Vendor will prepay shipping charges and include them on the invoice.
14. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 9 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.
15. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.
16. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

SERVICES - ADDITIONAL TERMS AND CONDITIONS

17. The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create any relationship between the District and any subcontractor of Contractor.

18. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District. This paragraph shall survive the termination or expiration of this agreement.

19. In the event of any national, state or local emergency which significantly affects Vendor/Contractor's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Contractor's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

ALTERNATIVE TERMS AND CONDITIONS

If Vendor/Contractor is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:

20. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, Florida Statute, from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, contractors and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity or any lawful defenses or extend either party's liability beyond the limits established in Section 768.28, Florida Statute. The obligations contained in this paragraph will survive acceptance of the goods or services by the District.

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 Purchase Order. Invoice documentation submitted to the District under this Purchase Order must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.

If Contractor is a design professional under 725.08, Florida Statute, the following provision shall replace paragraph 4 of this Purchase Order:

21. Contractor's liability is limited as provided in this Section 23. Contractor agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, Florida Statute. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.

ADDENDUM TO PURCHASE ORDER SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This Addendum is hereby incorporated into and made a part of this Purchase Order.

PROJECT RECORDS AND DOCUMENTS

1. The Vendor/Contractor, upon request, shall permit the District to examine or audit all services related records and documents during or following completion of the services 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 2nd party shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Vendor/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 Vendor/Contractor shall maintain all such records and documents for at least five (5) years following completion of the services. 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 2d party and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), Florida Statute, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

2. Each party shall allow public access to the services documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statute. To the extent required by Section 119.0701, Florida Statute, the Vendor/Contractor shall (1) keep and maintain public records required by the District to perform the services; (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 Vendor/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 Vendor/Contractor or keep and maintain public records in possession of the Vendor/Contractor to keep and maintain public records required by the District to perform the services. If the Vendor/Contractor transfers all public records to the District upon completion of this Agreement, the Vendor/Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Vendor/Contractor keeps and maintains public records upon completion of this Agreement, the Vendor/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.

3. If, as part of its performance of this Agreement, the Vendor/Contractor holds, comes into possession of, distributes, generates, and/or creates lawful copies in any media of security or 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 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 the Vendor/Contractor, (Exempt and Confidential Documents)), then the Vendor/Contractor agrees to maintain the confidential status of the Exempt and Confidential Documents for so long as they are in Vendor/Contractor's possession; and only disclose that portion of the Exempt and 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 at completion of project work, return to the District as part of the Vendor/Contractor's final payment invoice (request for final payment), all Exempt and Confidential Documents in the possession of the Vendor/Contractor or (or in the possession of others by or through the Vendor/Contractor) and certify in writing that all such Exempt and Confidential Documents in the possession of the Vendor/Contractor (or in the possession of others by or through the Vendor/Contractor) have either been so returned or destroyed. The presence of such returned documents and the Vendor/Contractor's written certification shall be an additional express condition precedent to the Vendor/Contractor's final payment invoice being considered a proper payment request or invoice; and 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.

4. IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-205-8482, by email at:

RecordsCustodian@Watermatters.org.

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 Vendor/Contractor in writing.

5. The above paragraphs shall survive the expiration or termination of this Agreement.

ADDITIONAL TERMS AND CONDITIONS

6. If applicable, travel reimbursement expenses must be pre-authorized in writing by the District's Project Manager and be consistent with and be reimbursed in accordance with the District's travel procedure and Section 112.061, Florida Statutes.

7. In accordance with Section 448.095, Florida Statutes, the Vendor, before entering into a contract with the District, agrees with the following: (i) it, and any subcontractor, 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 new employees of the Vendor or subcontractor, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the Vendor 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(5)(b), Florida Statutes. Upon good faith belief that the Vendor 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 Vendor 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 Vendor is an E-Verify system participant 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: www.dhs.gov/E-Verify.

8. In accordance with Section 787.06, Florida Statutes, by executing, renewing, or extending a contract with the District, Vendor affirms and shall provide the District with an affidavit signed by an officer or representative of Vendor under penalty of perjury attesting that Vendor does not use coercion for labor or services. A sample affidavit is attached to this purchase order.

9. In the event Vendor/Contractor may have access to personal identifying information during its performance under this agreement, pursuant to Section 287.138, Florida Statutes, under penalty of perjury, an officer or representative of the Vendor attests that the entity is not owned by the government of a "foreign country of concern" as defined in Section 287.138(1)(c), Florida Statutes; the government of a foreign country of concern does not have a "controlling interest" as defined in Section 287.138(1)(a), Florida Statutes, in the Vendor; nor is the Vendor organized under the laws of or has its principal place of business in a foreign country of concern. If applicable, a sample affidavit will be attached to this purchase order.

10. If applicable, the District may require the Vendor to perform and provide the District with a background check on all persons assigned to perform work for the District on behalf of the Vendor. 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 Vendor, or the District may deem appropriate. 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).

11. Pursuant to Section 287.135, Florida Statutes, a company or other entity 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 or Other Entities 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 the amount of one hundred thousand dollars or more. If the goods or services are in the amount of one million dollars or more, the company or other entity must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. By entering in this agreement, Vendor/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 Agreement amount. The District has the option to terminate such contact if the contracting company or other entity is found to have been placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in a boycott of Israel.

**ATTACHMENT 6
FEMA FEDERAL CONTRACT TERMS
FOR
AGGREGATE FOR GREEN SWAMP EAST
MAIN GRADE ROAD REPAIR FY25
BID NUMBER RFB 25-4735**

1. Administrative, Contractual, And Legal Remedies.

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described in the elsewhere in the Agreement, if the Contractor materially fails to comply with the terms and conditions of this contract including any Federal or State statutes, rules or regulations, applicable to this contract, the District may take one or more of the following actions.

- 1.1 Temporarily withhold payments pending correction of the deficiency by the Contractor.
- 1.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- 1.3 Wholly or partly suspend or terminate this contract.
- 1.4 Take other remedies that may be legally available.

The remedies identified above, do not preclude the Contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The District shall have the right to demand a refund, either in whole or part, of the funds provided to the Contractor for noncompliance with the terms of this Agreement.

2. Termination Without Cause.

The first two sentences in paragraph 14 of the Agreement is hereby replaced with the following: This Agreement may be terminated by the District without cause upon 48 hours written notice to the Contractor; and the Contractor will be entitled to compensation for all services provided to the District up to the date of termination on a pro-rata basis and which are within the Scope of Work and are allowed under this Agreement.

3. Equal Employment Opportunity.

The following provision applies if the work meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Contractor agrees as follows:

- 3.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting

officer setting forth the provisions of this nondiscrimination clause.

- 3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 3.4 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.5 The Contractor will comply with all provisions of the rules, regulations, and relevant orders of the Secretary of Labor.
- 3.6 The Contractor will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 3.7 In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with applicable procedures and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 3.8 The Contractor will include the portion of the sentence immediately preceding paragraph 3.1 and the provisions of paragraphs 3.1 through 3.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

4. Contract Work Hours and Safety Standards Act.

- 4.1 *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 4.2 *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph 4.1 of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 4.1 of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 4.1 of this section.
- 4.3 *Withholding for unpaid wages and liquidated damages.* The Federal Government shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 4.2 of this section.
- 4.4 *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 4.1 through 4.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 4.1 through 4.4 of this section.

5. Clean Air Act.

- 5.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
- 5.2 The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- 5.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Federal Water Pollution Control Act.

- 6.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 6.2 The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
- 6.3 The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Debarment and Suspension.

- 7.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are included (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 7.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 7.3 This certification is a material representation of fact relied upon by the District. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 7.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Lobbying Restrictions.

- 8.1 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

9. Recovered Materials.

- 9.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 9.1.1 Competitively within a timeframe providing for compliance with the Agreement Performance Schedule;
 - 9.1.2 Meeting Agreement performance requirements; or
 - 9.1.3 At a reasonable price
- 9.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 9.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. Changes.

Any changes to the method, price or schedule of the work must be authorized by a Purchase Order issued by the District.

11. Access To Records.

- 11.1 The Contractor agrees to provide the District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- 11.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 11.3 The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work site pertaining to the work being completed under this Agreement.
- 11.4 In compliance with the Disaster Recovery Act of 2018, the District and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

12. DHS Seal, Logo, and Flags.

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. Compliance with Federal Law, Regulations, and Executive Orders.

The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable federal law, regulations,

executive orders, FEMA policies, procedures, and directives.

14. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from this Agreement.

15. Program Fraud and False or Fraudulent Statement or Related Acts.

The Contractor acknowledges that 13 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

16. Acknowledgement of Federal Funding.

The Contractor agrees it will not issue any statement, press releases, and other documents describing the work authorized by this Purchase Order without prior District review and approval. The Contractor further agrees to include acknowledgement of the federal funding in all statements, press releases or other documents describing the work.

17. National Policy Requirements.

The Contractor agrees to comply with the following requirements:

- 17.1 No person in the United States shall, on the ground of race, color, national origin, handicap, disability, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under the PROJECT; and
- 17.2 Title VII of Civil Rights Act of 1964, 42 USC § 2000 et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin; and
- 17.3 Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

18. Whistleblower Protection.

An employee of Contractor receiving federal funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has this authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonable believes is evidence of:

- 18.1 gross mismanagement of an agency contract or grant relating to covered funds;

- 18.2 a gross waste of covered funds;
- 18.3 a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- 18.4 an abuse of authority related to the implementation or use of covered funds; or
- 18.5 a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

19. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

19.1 *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

19.2 *Prohibitions.*

19.2.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

19.2.2 Unless an exception in paragraph 19.3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

19.2.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

19.2.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

19.2.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

19.2.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical

technology as part of any system.

19.3 *Exceptions.*

19.3.1 This clause does not prohibit contractors from providing—

19.3.1.1 A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

19.3.1.2 Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

19.3.2 By necessary implication and regulation, the prohibitions also do not apply to:

19.3.2.1 Covered telecommunications equipment or services that:

19.3.2.1.1 Are *not used* as a substantial or essential component of any system; *and*

19.3.2.1.2 Are *not used* as critical technology of any system.

19.3.2.2 Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

19.4 *Reporting requirement.*

19.4.1 In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 19.4.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

19.4.2 The Contractor shall report the following information pursuant to paragraph 19.4.1 of this clause:

19.4.2.1 Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

19.4.2.2 Within ten business days of submitting the information in paragraph 19.4.2.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent

use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

19.5 *Subcontracts.*

The Contractor shall insert the substance of this clause, including this paragraph 19.5, in all subcontracts and other contractual instruments.

20. Domestic Preference for Procurements.

As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Affirmative Socioeconomic Steps.

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

22. Build America, Buy America Act (BABA).

Contracts that include an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- 22.1 All iron and steel used in the project are produced in the United States - this means all manufacturing processes from the initial melting stage through the applications of coatings, occurred in the United States;
- 22.2 All manufactured products used in the project are produced in the United States - this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product has been established under applicable law or regulation; and
- 22.3 All construction materials are manufactured in the United States - this means all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

23. Rights to Inventions Made Under Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non- Federal Entity or subcontractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal Entity or subcontractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

24. Byrd Anti-Lobbying Amendment.

The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using the form(s) available at: <https://grants.gov>.

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