



COVER SHEET

**REQUEST FOR BIDS #26-5025
DOVER/PLANT CITY WATER USE CAUTION AREA
AUTOMATIC METER READING PROGRAM
PHASE THREE**

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

**DIRECT INQUIRIES TO: Rachelle Jones, Procurement Specialist
TELEPHONE: (352) 505-2970
EMAIL: procurement@watermatters.org
POSTED: February 27, 2026**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible Bidders to furnish and deliver, if and when ordered, to the District, all required services and materials necessary for the Dover/Plant City Water Use Caution Area Automatic Meter Reading Program, RFB #26-5025. 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.

PRE-BID CONFERENCE AND SITE VISITS: NONE

All Bidding Documents (Maps, Technical Specifications, Drawing, etc.) are available for review and download in PDF format at <http://www.watermatters.org/procurement> and www.demandstar.com if not exempt per chapter 119, Florida Statutes.

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

**ALL QUESTIONS MUST BE SUBMITTED IN WRITING FOR RECEIPT BY
MARCH 13, 2026, AT 5:00 P.M. LOCAL TIME.**

BID DUE DATE AND OPENING: MARCH 24, 2026, AT 2:00 P.M. LOCAL TIME

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS #26-5025
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PART I – INTRODUCTION

1.1 INTERNET AVAILABILITY.

District solicitations, Bidding 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 EXEMPT AND CONFIDENTIAL DOCUMENTS.

Exempt and Confidential Documents are not applicable to this solicitation

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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 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. 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 DEMANDSTAR IS EXPERIENCING TECHNICAL DIFFICULTIES. 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/4qRuliz>
Or call in (audio only)
+1 786-749-6127,,845331597# United States, Miami
Phone conference ID: 845 331 597#

1.8 **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.

1.9 **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.

1.10 **BID WITHDRAWAL.**

Bids may be withdrawn at any time prior to the bid opening.

The remainder of this page intentionally left blank.

1.11 **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.

1.12 **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 fixed price, unit price, and/or allowance price pay items for the project work. 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.

1.13 **REJECTION OF BIDS.**

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.

1.14 **RESPONSIVE/RESPONSIBLE.**

In order to be deemed responsive, the Bidder must possess the license(s), if any, as listed on the Bidder Qualification Requirements Attachment, and 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. Key Work Category Subcontractors, if applicable, must possess the license(s) as listed on the Bidder Qualification Requirements Attachment, and be properly licensed 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 RFB 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. Bidders must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.

1.15 **REFERENCES.**

The Bidder must provide three references who can verify Bidder's qualifications and past performance record as described in Bidder Qualification Requirements Attachment. Include a contact name, address, telephone number, email address, a brief description of the work performed, the Bidder's approximate cost, and start date.

1.16 LISTING OF SUBCONTRACTORS.

If applicable, the Bidder must provide a list of all its proposed Key Work Category Subcontractors with its bid response as required on Bidder Qualification Requirements Attachment. If a Key Work Category Subcontractor is not properly licensed at the time of bid submission, the Bidder shall not be responsive.

If a subcontractor does not meet the requirements of this RFB as determined by the District, the District may either reject the bid or request the apparent successful Bidder to provide a substitute subcontractor, without an increase in bid price that meets the requirements of this RFB. If the apparent successful Bidder declines to make any such requested substitution, the contract will not be awarded to such bidder. All subcontractors of Bidder shall perform as independent contractors of Bidder and not as employees, representatives, or agents of the District.

1.17 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 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 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 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.

1.18 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.

1.19 EXECUTION OF CONTRACT.

By submitting a bid, Bidder agrees to all the terms and conditions of this RFB and those included in the Proposed Agreement included in this RFB. 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 resulting Agreement, Bidder must submit its request under the procedure set forth in Questions section. The successful Bidder must submit a Certificate of Insurance within ten days from the posting of the Notice of Intent to Award. The successful Bidder must submit a Payment and Performance Bond, if applicable, within ten days from the issuance of the Notice of Intent to Award by the District. The Contractor will mobilize and commence project work within ten business days from the date indicated on the Notice to Proceed from the District.

The remainder of this page intentionally left blank.

1.20 **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 **Affidavit:** A written statement in which the signer or affiant verifies that the document is true.
- 2.1.2 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor.
(A Proposed Agreement 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:** An entity that 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 documents integral to the Agreement resulting from this RFB, including the Agreement, RFB and other documents as identified in the Proposed Agreement included in this RFB.
- 2.1.7 **District:** The Southwest Florida Water Management District. 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 Agreement, acting personally or through a designee duly authorized in writing.
- 2.1.9 **Engineer:** Refers to the design engineer and engineer of record who may act as the duly authorized representative of the engineer. The engineer for this Project is indicated on the construction plans, if applicable.
- 2.1.10 **Inspector:** Refers to an authorized representative of the engineer assigned to inspect the work of others.
- 2.1.11 **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.

- 2.1.12 **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.
- 2.1.13 **Notice To Procure**: The official letter notifying the Contractor that the contract has been executed and to proceed with the procurement of materials specified in the Notice to Procure.
- 2.1.14 **Owner Direct Purchases**: Any materials purchased by the District pursuant to the Proposed Agreement, Owner Direct Purchase Conditions, included in this RFB.
- 2.1.15 **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.
- 2.1.16 **Plans or Drawings**: The official approved drawings referenced in this RFB, or exact reproductions thereof which show the location, character, dimensions and details of the work to be done and which are to be considered as a part of the Contract Documents, the same as though attached thereto. The words, plans and drawings are used interchangeably herein.
- 2.1.17 **Principal**: When used in connection with the Bid Bond and the Payment and Performance Bond, "Principal" means the same as "Contractor."
- 2.1.18 **Reference Documents**: The 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.
- 2.1.19 **Scope of Work**: The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.20 **Subcontractor**: Any corporation, partnership, firm or individual who contracts with the Contractor with the approval of the District to perform work at or about the construction site, for or on behalf of the Contractor; in a manner other than or in addition to furnishing materials, plants or equipment.
- 2.1.21 **Substantial Completion**: Unless otherwise specified in this RFB, the work (or a specified part thereof) which has progressed to the point where, in the opinion of the Engineer, as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the work is complete and ready for final payment as evidenced by the Engineer's recommendation of final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.
- 2.1.22 **Surety**: The corporation or individual, bound by the Bid Bond, and Payment and Performance Bond with and for the Contractor, and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the work for which the Agreement has been made, and for its payment of all debts pertaining thereto.
- 2.1.23 **Technical Specifications**: The written documentation describing the scope of work, any materials that are to be used, the methods of installation, and the quality of workmanship under this RFB.

2.1.24 **Work**: Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.

2.2 **CONTRACT PERIOD.**

The District anticipates execution of the agreement by April 1, 2026. The Agreement will be effective upon execution by both parties and will remain in effect through April 1, 2031.

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 Contractor in accordance with Florida law.

2.4 **RETAINAGE.**

Retainage is not applicable to this solicitation.

2.5 **OWNER DIRECT PURCHASES.**

Owner direct purchases are not applicable to this solicitation.

2.6 **PRICE ADJUSTMENT.**

A price adjustment is not applicable to this solicitation.

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

Manufacturer's name and approved equivalents is not applicable to this solicitation.

2.8 **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 Proposed Agreement included in this RFB, for additional details on the public record requirements.

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

2.9 **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.

2.10 PURCHASES BY OTHER PUBLIC AGENCIES.

Purchases by other public agencies are not applicable to this solicitation.

2.11 DISCRIMINATION.

Discrimination provision is not applicable to this solicitation.

2.12 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 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.

2.13 EMPLOYMENT OF FLORIDA RESIDENTS.

Employment of Florida Residents is not applicable to this solicitation.

2.14 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.

2.15 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.

2.16 **CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.**

Contracting with Entities of Foreign Countries of Concern is not applicable to this solicitation.

2.17 **PUBLIC WORKS PROJECTS; UNITED STATES-PRODUCED IRON AND STEEL PRODUCTS.**

Public Works Projects; United States-Produced Iron and Steel Products is not applicable to this solicitation.

2.18 **LOBBYING PROHIBITION.**

Lobbying Prohibition is not applicable to this solicitation.

2.19 **INDEMNIFICATION.**

The Contractor agrees to defend, indemnify and hold harmless the District, its 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 to 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 the Agreement. This provision shall survive the expiration or termination of the Agreement.

2.20 **INSURANCE.**

The contract resulting from this RFB will require the Contractor to maintain during the entire term of the contract, 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 the Proposed Agreement included in this RFB. 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.

2.21 **BONDING.**

2.21.1 **BID BOND.** Bidders will furnish a forfeiture bid bond, cashier's check, or certified check with its Bid response in the amount equal to 5% of their Total Bid Amount, including any Owner Contingency listed on the bid form, as a guarantee that the Bidder will enter into a contract with the District if awarded. A sample forfeiture type bid bond is attached to this RFB.

2.21.1.1 Electronic submittals require a copy of the bid security (forfeiture bid bond, cashier's check, or certified check) to accompany the submission. The original bid security will be delivered within three business days after the bid opening or postmarked on or before the bid opening date.

2.21.1.2 After the Bids have been compared, the District may, at its discretion, return the bid bonds accompanying such Bids as in its judgment would not likely be considered in making the contract award. All other bid bonds will be held until the Agreement has been executed.

2.22 **ARCHAEOLOGICAL, HISTORICAL AND CULTURAL SITES.**

If archaeological artifacts are uncovered during construction, the Contractor must stop work in the area and promptly notify the District so that a course of action can be determined.

2.23 **TRENCH SAFETY ACT.**

Trench Safety Act is not applicable to this solicitation.

2.24 **VALUE ENGINEERING.**

Value Engineering is not applicable to this solicitation.

2.25 **DRAWINGS AND SPECIFICATIONS.**

Drawings and Specifications are not applicable to this solicitation.

2.26 **FAILURE TO COMPLETE THE WORK ON TIME.**

Failure to Complete the work on Time is not applicable to this solicitation.

2.27 **LIQUIDATED DAMAGES.**

Liquidated Damages is not applicable to this solicitation.

2.28 **CONTRACTOR'S UNDERSTANDING.**

Contractor's Understanding is not applicable to this solicitation.

2.29 **MATERIALS, APPLIANCES, AND 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.

2.30 **TOOLS, PLANTS, AND EQUIPMENT.**

If at any time before the commencement or during the progress of the work, tools, plants, 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, plants, 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.

2.31 **MATERIALS AND EQUIPMENT SCHEDULES.**

As soon as practicable after the execution of the Agreement, and before any material or equipment is purchased, the Contractor will submit to the District for approval a complete list of materials and equipment to be incorporated in the work. Any materials listed which are not in accordance with the Agreement requirements will be rejected.

2.32 STANDARDS FOR QUALITY AND WORKMANSHIP.

All materials, equipment, and supplies furnished by the Contractor for permanent incorporation in the work will be new and of quality standards specified. Workmanship will be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the District's intent to obtain a high-quality job that will operate and function with least maintenance costs.

2.33 GUARANTEE.

All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from the date of final Project acceptance thereof by the District or the manufacturer warranty, whichever is longer. Labor warranty shall be for a period of one year from the date of final Project acceptance thereof by the District. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Contractor or by the Surety.

2.34 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.

2.35 PERMITS AND REGULATIONS.

Permits and Regulations is not applicable to this solicitation.

2.36 PROTECTION OF WORK AND PROPERTY.

The Contractor will at all times protect its work from damage and will protect the District's property against damage, injury or loss arising in connection with the performance of the Project. The Contractor will correct 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.

2.36.1 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 the Contractor's failure to provide such protection will be promptly repaired or restored at the sole expense of the Contractor.

2.37 CONSTRUCTION ACCESS.

Construction Access is not applicable to this solicitation.

The remainder of this page intentionally left blank.

2.38 **INSPECTION OF WORK.**

Inspection of Work is not applicable to this solicitation.

2.39 **TESTS.**

Tests are not applicable to this solicitation.

2.40 **CONTRACTOR SUPERVISION.**

Contractor Supervision is not applicable to this solicitation.

2.41 **HOURS OF WORK.**

Hours of Work is not applicable to this solicitation .

2.42 **PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST NOTICE OF AWARD).**

Progress Schedule and Schedule of Values is not applicable to this solicitation.

2.43 **JESSICA LUNSFORD ACT.**

The Work may require Contractor to enter school grounds when students are present. Accordingly, as required by section 1012.465, Florida Statutes, the Contractor's employees, agents and Subcontractors that will enter school grounds must meet level 2 screening requirements as described in section 1012.32, Florida Statutes. The Contractor must provide evidence that it is in compliance with this requirement no later than ten days prior to Work commencement.

2.44 **POTENTIAL FERAL HOG DAMAGE.**

Potential Feral Hog Damage is not applicable to this solicitation.

PART III – SCOPE AND SPECIFICATIONS

The District is soliciting bids from qualified Bidders to furnish and deliver, if and when ordered, all required work necessary for Dover/Plant City Water Use Caution Area Automatic Meter Reading (AMR) Program as more particularly shown below.

3.1 **PROJECT DESCRIPTION.**

3.1.1 The project involves data and equipment management of currently operating and future installed AMR devices and associated support equipment and the installation, maintenance, and/or removal/re-installation of those AMR devices and associated support equipment. (Throughout the remainder of this document the AMR devices and associated support equipment will be referred to solely as AMR devices.) The previous contract term estimate was for the data and equipment management of approximately 961 existing AMR devices on approximately 537 water use permits with existing agricultural withdrawals in the Dover/Plant City Water Use Caution Area (DPCWUCA). Also, approximately 95 existing flow meters, previously retrofitted to provide a digital pulse output for the AMR devices, had Flow Com replacement outputs installed.

- 3.1.2 The Contractor will be responsible for collecting data, assessing the data quality and completeness, and compiling and disseminating the data to the District, once per day, throughout the contract period. Contractor is required to submit daily meter readings for each AMR device during non-freeze events. During freeze events, determined by temperatures below 36° Fahrenheit until temperatures reach above 36° Fahrenheit, the Contractor is required to submit a total data file including all hourly meter readings for each AMR device for the entire duration of the freeze event along with hourly data for three (3) days prior to and three (3) days after the freeze event in an Excel (.xlsx) format or CSV (.csv), ten (10) days after the last day of the freeze event. A daily QA/QC shall be performed on all AMR data by the Contractor, any discrepancies in the data must be reconciled the same day and communicated to the District. Contractor will be responsible for filling in missing data gaps each day, resulting from transmission errors or other common errors.
- 3.1.3 The District and Contractor will maintain databases listing the water use permits that were equipped with AMR devices during the first two phases of the program and sites that will receive AMR devices during the contract term of the third phase of the program. Also, the Contractor will maintain a database listing all pertinent data for all AMR maintenance and removal/re-installations. The databases must include the water use permit numbers, Permittee names and contact information, and pertinent withdrawal and AMR device information for each withdrawal. The District will provide the Contractor with Permittee and withdrawal information. Contractor will be responsible for contacting the property owner and securing an executed Right of Entry Agreement (Attached to the Proposed Agreement, Exhibit C), as may be amended from time to time, before accessing the property for the installation, maintenance, and/or removal/re-installation of an AMR device. Once installation, maintenance, and/or removal/re-installation is complete, Contractor must complete the appropriate Verification form and submit that completed form to the District within ten (10) days. Contractor must not enter upon any property for the installation, maintenance, and/or removal/re-installation of an AMR device until the Contractor secures the original executed Right of Entry Agreement and contacts the Permittee prior to arrival. Contractor must contact the Permittee, via telephone, email, or postal mail, prior to going on site every time they need access to enter the site, per the conditions on the water use permits.

3.2 **SCOPE OF WORK.**

The project consists of the following five elements:

- 3.2.1 **Equipment Requirements.** The AMR device equipment will collect and transfer data via the District's cellular service plan to a central location where the data will be aggregated into a single ASCII fixed-field formatted file for upload to the District via the internet.
- 3.2.1.1 **System Configuration.** The AMR systems will be fully configurable to allow data measurements and transmissions on a predefined schedule.
- 3.2.1.2 **Data Handling and Reporting.** All data are to be logged to a recorder based on a pre-set frequency and then relayed to a central collection center in one or more daily transmissions.
- 3.2.1.3 **Field Conditions.** West Central Florida is considered one of the prime lightning strike areas in the world. In addition to lightning, the AMR devices

will potentially be exposed to high levels of solar radiation, high temperatures, high humidity, freezing temperatures, wind gusts, vegetative growth and agrochemicals, such as pesticides and/or herbicides. All field equipment used for this project must be designed and installed to operate correctly in open field conditions. Equipment must also be installed in a location that is outside of the normal traffic lanes of the site to avoid being accidentally struck by moving equipment. The data collection system must be fully powered by rechargeable batteries connected to a solar panel array and capable of maintaining full operation for a minimum of seven (7) continuous days.

3.2.1.4 Each AMR station must be comprised of the equipment as detailed in this RFB and in accordance with the equipment currently being used or installed through the first and second phases of the program. If currently used equipment is no longer available, the Contractor will submit their recommendations of a replacement model to be approved by the District.

3.2.1.5 Software Updates. The IP modems used for data transmissions will be updated regularly as new firmware is released for these devices. Firmware installed on these devices will be no more than two releases behind the most current release available. Firmware updates addressing critical vulnerabilities must be updated within a reasonable time required to complete. Passwords used to access these devices will comply with the District's password policy and include uppercase & lowercase letters, at least one number and one special character with a password length of a minimum of 14 characters.

3.2.1.6 Property Identification. Stickers will be placed on the exterior of each of the AMR devices. These stickers have the District's emblem, language explaining the AMR device is property of the District and contact information for the District that the Permittee can use if the unit needs servicing or removal/re-installation.

3.2.1.7 Equipment Warranty. Upon completion of equipment installation at each withdrawal, Contractor will fully warranty the installation, including all equipment, parts, labor, and travel, for a minimum of one year, for the use specified in this project. Enclosures will be warranted for five (5) years and the battery will have a two (2)-year non-prorated warranty, both calculated from the date of installation. Batteries must be tested prior to replacement to determine if replacement at that time is necessary. If not necessary, the site shall be put on the inspection list to have the battery tested at a later date to determine if it needs to be replaced. Contractor must determine the battery needs replacing by testing the battery, not solely by when the battery was installed or last replaced.

3.2.2 Data Management and Reporting Requirements. Contractor will be responsible for collecting data, assessing the data quality and completeness, compiling data and disseminating the data to the District once per day, throughout the contract period. Data must be maintained in a time series format that clearly identifies each data types listed in the table set forth in 3.2.2.2 below.

- 3.2.2.1 Data Reporting Frequency. At a minimum, AMR devices will be programmed for one fixed poll or report per day (i.e. 8:00 p.m.) throughout the year during non-freeze events. During freeze events that are determined by temperatures below 36° Fahrenheit until temperatures reach above 36° Fahrenheit, a total data file including all hourly readings for all AMR sites for the duration of that freeze event to include three (3) days prior and three (3) days following the freeze event will be submitted to the District, by the Contractor, in an Excel (.xlsx) format and CSV (.csv), ten (10) days after the last day of the freeze event. In addition to daily and freeze event data submittals, by November 1st of each year a complete QA/QC will be performed to determine if there are any errors with data reporting and a report will be submitted to the District with the results of the QA/QC study. By November 30th of each year all errors must be corrected to avoid loss of data during a potential freeze event.
- 3.2.2.2 Data Reporting Format. All measured readings will be tagged with the associated date and time and fully identified with a District provided site ID number. Time will be set at Eastern Standard Time (EST) and remain at EST year-round. Irrigation system pressure will be an indicator of pump status (on/off), a pressure value will not be required. Contractor will aggregate all data, by site ID number, into a single file transfer protocol (FTP) file that will be transferred to the District daily on a set schedule once daily QA/QC has been performed and data has been reconciled. Data must be transferred automatically to the District’s established secure upload location, via a web application, in a fixed-field format, which must match the District’s current AMR data format noted below.

District AMR Data Format: Data	Field Width
1. Source (Letter Code)	1
2. Site ID	8
3. Data Recorded	8
4. Meter reading	18
5. Sequence Number	3
6. Remark Code	1
7. Meter Serial Number	10
8. Irrigation System Pressure Flag (on/off)	9
9. Air Temperature	6
10. Freeze Event Flag (i.e., F)	1

All data collected will be District property, subject to all Florida laws.

- 3.2.2.3 Data Quality Assurance/Quality Control (QA/QC). Contractor will be responsible for filling in missing data gaps each day, resulting from transmission errors or other common errors including: in the order of magnitude (extra or missing zeros), missed meter rollovers, differences in logical data sequences due to meter replacements, reported values that are greater than daily well capacity potential, the exact same values repeated over multiple days and other common issues. Contractor will also monitor for data

errors indicative of possible AMR equipment failure, which would necessitate scheduling for maintenance or repair. These failures must be communicated to the District within twenty-four (24) hours of discovery. The Contractor will be responsible for developing and maintaining a process for generating reports to facilitate communicating the AMR concerns with the District. This process will include a site where all of the reports, paperwork and supporting documentation of the AMR device maintenance is available to both parties (i.e. SharePoint, Office 365, etc.). A form will be generated by the Contractor for AMR device maintenance and will be submitted to the District within ten (10) days of completion.

3.2.2.4 Data Transmission. Data from the AMR devices are to be transmitted using the District's established data service plan provided by telecommunications carrier, to a central data collection site and then combined into a single file for upload to the District's established secure upload location. Data transmission from the AMR devices to the central data collection site will be at the District's expense. Data transmissions will be accomplished via a secured private network that is not accessible via the public Internet. All cellular data transmissions will be between the awarded contractor's network and the endpoint devices only. The District reserves the right to review the security configuration and conduct security assessments as needed to comply with industry security standards.

3.2.3 Project Management Requirements. Contractor will be responsible for all aspects of installations, maintenance, and/or removal/re-installations of the AMR device data collection hardware and communications system, including permission and scheduling. The District will provide Contractor with a report listing the applicable water use permits in the Project area, the names and contact information for the permittees, pertinent withdrawal information, and services needed. The District will also provide Contractor with a Right of Entry Agreement (Attached to the Proposed Agreement, Exhibit C). It will be Contractor's responsibility to submit the Right of Entry Agreement to the property owner for execution, and then return an electronic version of the executed Agreement to the District's Project Manager within five (5) business days of execution. The original signed paper copy of the Right of Entry Agreement must be submitted to the District's Project Manager within ten (10) business days of execution. Contractor may not enter upon any property for the installation, maintenance, and/or removal/re-installation of an AMR device until the property owner delivers the executed Right of Entry Agreement to the Contractor authorizing such access. For all maintenance and/or removal/re-installations, if a Right of Entry was previously obtained, Contractor shall only be required to notify the Permittee prior to entering the site via email, telephone, or postal mail. If a phone conversation occurs, Contractor shall record and maintain a log of the phone conversations including water use permit number, date, time, names of callers involved, and a brief description of the conversation. Contractor must keep a log of all contact with the Permittees and submit the logs along with any other documentation for work performed. For sites that have changed ownership, a new executed Right of Entry Agreement must be obtained prior to entering the site. Contractor is not permitted to enter upon a property without an executed Right of Entry Agreement and notifying the Permittee prior to the site visit, per water use permit conditions.

3.2.3.1 AMR Device Installation, Maintenance, and/or Removal/re-installations. Contractor must monitor incoming data and correct any equipment, data reporting, or data calibration problems within seventy-two (72) hours. During

freeze events, timeframe for correcting problems will be reduced to twenty-four (24) hours. Any problems identified will be reported to the District within twenty-four (24) hours of discovery. The report must include specific details on the affected permit, withdrawal point, initial problem, and what actions will be taken to address the problem. Contractor will maintain an inventory of commonly used equipment, parts and hardware to allow for expedient repair or replacement of equipment in the field. The new flow meters installed on any new withdrawals are expected to be compatible with AMR technology and not require retrofitting to provide a pulse output, however, it is not required, therefore the District will provide retrofitting as needed. Contractor will coordinate and schedule all AMR device removal/re-installations. The District will provide Contractor with any maintenance and/or removal/re-installation information the District discovers. This information will include the water use permit number, Permittee contact information, and withdrawal information. Contractor shall maintain a database and completed field forms for each AMR device maintenance and removal/re-installations. This shall include the water use permit number, Permittee name, withdrawal information, work performed on site, AMR device information, and if applicable, reinstallation information including both removal and reinstallation sites' water use permit number, Permittee name, withdrawal information, AMR device information, and a brief conversation log of the Permittee's name, contact information, and site access approval.

- 3.2.3.2 First Year Warranty. All equipment will be fully warranted (including all ancillary parts, labor, and travel) for a minimum of one year from the date equipment installation is complete for each withdrawal.
- 3.2.3.3 After-Warranty Ongoing Maintenance. The Contractor will stock the parts associated with each AMR device. A price list of AMR components and labor that may be necessary for after-warranty maintenance or repairs is listed in Exhibit B. Indirect costs such as travel, per diem, and lodging are included in the device cost.
- 3.2.3.4 Business Disaster Backup Recovery Plan. The Contractor must have the ability to transfer any or all of the equipment maintenance, equipment repairs, central data collection, data aggregation, QA/QC protocol and data upload activities to a successor vendor if required due to the expiration or termination of the agreement, or in the event of unforeseen meteorological, environmental, economic, social or other considerations. A biennial test exercise through a third party will be conducted to validate the success of the Business Disaster Backup Recovery Plan.
- 3.2.3.5 Transfer of software and data. Training and transfer of the program software and all pertinent data may occur during the last year of the contract term and will be initiated by the District. The software and data will be transferred to either the District or a successor vendor determined by the results of the bid that will take place prior to the contract expiration. If a successor vendor is named, training will be performed by Contractor and the District to ensure the new Contractor will be prepared to take over the program work.

3.2.4 Measurable Benefits.

- 3.2.4.1 Contractor must provide accurate and timely reporting of quantities used throughout the year.
- 3.2.4.2 Contractor must provide accurate and timely reporting of quantities used during freeze protection events and time duration of that event.
- 3.2.4.3 Contractor must provide timely delivery of data for mitigation of damages associated with freeze events.
- 3.2.4.4 Contractor must provide accurate data for analysis in determining whether permittees are following the University of Florida, Institute of Food and Agricultural Sciences (UF/IFAS) recommendations for freeze protection.

3.2.5 Deliverables.

- 3.2.5.1 Original Right of Entry Agreement signed by the landowner for each new property.
- 3.2.5.2 AMR Installation Verification form for each AMR device installed
- 3.2.5.3 AMR Maintenance Verification form for each maintenance performed.
- 3.2.5.4 AMR Removal/Re-installation Verification form for each removal and/or reinstallation performed.
- 3.2.5.5 Daily AMR data.
- 3.2.5.6 Freeze event AMR data.
- 3.2.5.7 Hourly AMR data upon request.
- 3.2.5.8 AMR data QA/QC report due by November 1st of each year.
- 3.2.5.9 Quarterly Project progress reports.
- 3.2.5.10 Annual Project progress reports.
- 3.2.5.11 Final Project report.

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Project Schedule

Description	Commence by	Completion Date
AMR Device Installation, on-going maintenance, and/or removal/re-installation	04/01/2026	04/01/2031
Flow Meter Retrofit / Flow Com Replacements	04/01/2026	04/01/2031
Create FTP transfer protocol	04/01/2026	04/01/2031
Software and Data Transfer	04/01/2026	04/01/2031

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT.

Costs must be provided for all line items. The contract will be awarded to the lowest, responsive and responsible Bidder, whichever, in the judgment of the District, best serves the District's needs, budget, and interests.

If there is a discrepancy in a calculation, the applicable unit price shall govern. The District does not bind itself to accept the minimum specifications stated in this RFB and reserves the right to accept any bid that, in its judgment, best serves the District's needs and interests.

The District also reserves the right to delete line items as necessary to meet budget limitations. Responsive bids must include all of the following elements at the time of submittal. Failure to include any of the required elements, in whole or in part, may result in the bid being deemed non-responsive.

4.1.1 **SATISFACTORY REFERENCES.** 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 receipt, review, and acceptance of any addenda may result in the bid being considered non-responsive.

4.1.3 **COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subsection 4.1.3.1 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 Qualifications Requirements
- Attachment 3 - Certification Clean Air Act/Clean Water Act
- Bid Bond

4.1.3.2 **Sample forms referenced in this RFB:**

- Attachment 4 - Proposed Agreement

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ATTACHMENT 1
BID RESPONSE FORM
FOR
REQUEST FOR BIDS #26-5025
DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC
METER READING PROGRAM
PHASE THREE

The undersigned Bidder has carefully read this 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 Bidder Qualification Requirements 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.

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
 REQUEST FOR BIDS #26-5025
 DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC
 METER READING PROGRAM
 PHASE THREE**

DESCRIPTION	EST QTY	UNIT	UNIT PRICE	BID TOTAL
AMR UNIT (Current Equipment) Campbell Scientific based system featuring CR300 data logger, Sierra Wireless RV55 (1104335) and 1 foot cable, Phantom Antenna and mounting bracket, 15 watt solar panel, sealed battery and mount NEMA 4X aluminum enclosure, SOR pressure switch and miscellaneous hardware.	50	EA		
AMR UNIT INSTALLATION	50	EA		
AMR UNIT REMOVAL	75	EA		
AMR UNIT ANNUAL MAINTENANCE	4500	EA		
AMR UNIT EMERGENCY REPAIR (Includes hurricane damage)	500	EA		
CAMPBELL SCIENTIFIC DATALOGGER	40	EA		
SIERRA WIRELESS RV55 LTE 1104355 DATA MODEM	85	EA		
PHANTOM ANTENNA, 3DB	110	EA		
NULL MODEM CABLE, 1 FT	110	EA		
BATTERY, LIFEPO4 LITHIUM 7AH #LI127	100	EA		
REGULATOR FOR LITHIUM BATTERY #PV5-LI-C	100	EA		
15-WATT SOLAR PANEL	100	EA		
SOLAR PANEL MOUNTING BRACKET	100	EA		
ENCLOSURE, NEMA 4X AL, WHITE 10 X 08	50	EA		
BACK PANEL #6316	50	EA		
DESSICCANT, 8 UNIT BAG	4500	EA		
CAMPBELL SCIENTIFIC LOGGNET ADMIN 5.0	1	EA		
CAMPBELL SCIENTIFIC DATABASE SOFTWARE TOOL	1	EA		
DATABASE ADMINISTRATION AND IT SUPPORT	5	YR		
AFTER WARRANTY REPAIR LABOR RATES	150	HR		

TOTAL PROJECT BID AMOUNT \$ _____ TOTAL PROJECT BID AMOUNT IN WORDS (Type or Clearly Print Below): _____
--

**ATTACHMENT 2
BIDDER QUALIFICATION REQUIREMENTS
REQUEST FOR BIDS #26-5025
DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC
METER READING PROGRAM
PHASE THREE**

A. LICENSES:

The District has not identified any licenses required.

B. BIDDER REFERENCES:

References must be provided on the Reference Form provided in this attachment.

The Bidder must provide a minimum of three references who can verify the Bidder's qualifications and past performance record on projects.

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.

The remainder of this page intentionally left blank.

**BIDDER
REFERENCE FORM 1**

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

- Project at completion within the last three years prior to the date of bid opening.
- Project value of at least \$50,000.
- Similar in scope to this Project.
- Minimum of two references shall be from sources other than the District.

Part 1: Bidder's Name:

Bidder's Name: _____

Part 2: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 3: Project Details performed by Bidder:

Project Name: _____

Project Location: _____

Bidder's Project Manager Name: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Final Completion: _____

Description of Work Performed: _____

The remainder of this page intentionally left blank.

**BIDDER
REFERENCE FORM 2**

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

- Project at completion within the last three years prior to the date of bid opening.
- Project value of at least \$50,000.
- Similar in scope to this Project.
- Minimum of two references shall be from sources other than the District.

Part 1: Bidder's Name:

Bidder's Name: _____

Part 2: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 3: Project Details performed by Bidder:

Project Name: _____

Project Location: _____

Bidder's Project Manager Name: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Final Completion: _____

Description of Work Performed: _____

The remainder of this page intentionally left blank.

**BIDDER
REFERENCE FORM 3**

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

- Project at completion within the last three years prior to the date of bid opening.
- Project value of at least \$50,000.
- Similar in scope to this Project.
- Minimum of two references shall be from sources other than the District.

Part 1: Bidder's Name:

Bidder's Name: _____

Part 2: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 3: Project Details performed by Bidder:

Project Name: _____

Project Location: _____

Bidder's Project Manager Name: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Final Completion: _____

Description of Work Performed: _____

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**ATTACHMENT 4
PROPOSED AGREEMENT
REQUEST FOR BIDS #26-5025
DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC
METER READING PROGRAM
PHASE THREE**

AGREEMENT NO. 26CN0005025

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
**DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC
METER READING PROGRAM, PHASE THREE**

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 _____, 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 Dover/Plant City Water Use Caution Area Automatic Meter Reading Program, Phase Three, 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 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. Other documents may also be sent via Email if authorized in writing by the DISTRICT'S Project Manager.

Project Manager for the DISTRICT:
Michelle Eddy
2379 Broad Street
Brooksville, Florida 34604
(352) 316-7513
Michelle.Eddy@watermatters.org

Project Manager for the CONTRACTOR:

[Name]

[Address]

[City, State, Zip Code]

[Phone]

[Email]

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

3. CONTRACT PERIOD.

This Agreement will be effective April 1, 2026, and will remain in effect through April 01, 2031, unless terminated, pursuant to Paragraph 12 or 13 below, or as amended in writing by the parties.

4. COMPENSATION.

The parties anticipate that the total cost of the Project will not exceed _____ Dollars for all work performed pursuant to this Agreement.

Payment will be made in accordance with the Project Budget set forth in Exhibit "B and 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 and with sufficient detail to satisfy audit reviews. Invoices will be submitted quarterly 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 obligations 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; and (8) Progress Report with the CONTRACTOR'S Project Manager's assessment of the Project's actual progress. 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 ten 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 Travel expenses associated with this Agreement will be included in the unit cost for the service provided (installation, warranty and maintenance) and will be calculated in accordance with Section 112.061, Florida Statutes, as may be amended from time to time.
- 4.7 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 Dover/Plant City Water Use Caution Area Automatic Meter Reading Program, Phase Three Agreement between the Southwest Florida Water Management DISTRICT and _____ (Agreement 26CN0005025), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

5. PROJECT 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.

Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, except as provided in this Agreement, 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.

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 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 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 352-205-8482, by email at RecordsCustodian@swfwmd.state.fl.us, or at the following mailing address:**

The remainder of this page intentionally left blank.

**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 If, as part of its performance of this Agreement, the 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 CONTRACTOR, the "Exempt & Confidential Documents"), then the 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 the 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 the CONTRACTOR'S final payment invoice (request for final payment), all Exempt & Confidential Documents in the possession of the CONTRACTOR (or in the possession of others by or through the CONTRACTOR) and certify in writing that all such Exempt & Confidential Documents in the possession of the CONTRACTOR (or in the possession of others by or through the CONTRACTOR) have either been either so returned or destroyed. The presence of such returned documents and the CONTRACTOR'S written certification shall be an additional express condition precedent to the CONTRACTOR'S final payment invoice being considered a proper payment request or invoice; and

6.3.4 include the requirements of this provision 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.

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.

The remainder of this page intentionally left blank.

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 defend, 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 this Agreement. This provision shall survive the termination or expiration 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.

10.1 COI. Certificates of insurance issued by the CONTRACTOR 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. 26CN0005025; Dover/Plant City Water Use Caution Area
Automatic Meter Reading Program, Phase Three
Project Manager – Michelle Eddy

10.2 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. CONTRACTOR 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).

10.3 Waivers of Subrogation. Any waiver of subrogation shall extend to the DISTRICT'S favor. CONTRACTOR 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.

10.4 Notice of Cancellation. 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 a minimum of 30 days' notice prior to any modifications or cancellation of policies, with 10 days' notice of cancellation due to non-payment of premium.

The remainder of this page intentionally left blank.

- 10.5 The CONTRACTOR must obtain certificates of insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.
- 10.6 Required Coverage. CONTRACTOR 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:
- 10.6.1 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; with the following coverage of not less than:
- \$1,000,000 per occurrence / \$2,000,000 aggregate
- 10.6.2 Auto liability insurance with the following coverage of not less than:
- Combined Single Limit of \$500,000
- 10.6.3 Workers' compensation insurance in accordance with chapter 440, Florida Statutes and federal statutes, if applicable. If the 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, the 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.
- 10.6.4 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.

11. BONDING REQUIREMENTS. Not applicable

12. TERMINATION WITHOUT CAUSE.

Upon seven days written notice to the CONTRACTOR, the DISTRICT may, without cause and without prejudice to any other right or remedy of the DISTRICT, terminate this Agreement. In such case, the CONTRACTOR shall be paid for completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination. The foregoing shall be the CONTRACTOR'S sole and exclusive compensation in the event of a termination of this Agreement by the DISTRICT without cause, and the CONTRACTOR shall have no claim for demobilization, cancellation or termination charges, lost profits or other compensation for work not performed.

13. 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 the Termination Without Cause paragraph. In addition to the above, the DISTRICT may terminate this Agreement in accordance with of the provisions of Exhibit "A," Special Project Terms and Conditions.

14. 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 three business days prior to the interview or press release.

15. ASSIGNMENT.

Except as otherwise provided in this Agreement, the 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.

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 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.

17. EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with section 448.095, Florida Statutes, the CONTRACTOR agrees 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.

18. 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.

19. 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.

20. 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.

21. SUBCONTRACTORS.

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 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 signing this Agreement, the 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. The 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 one million dollars or more, the company 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. 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 Vendor/Contractor is found to have submitted a false certification, is placed on the Scrutinized Companies with Activities in Sudan List, engages in business operations in Cuba or Syria, or is placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

26. NO USE OF COERCION FOR LABOR OR SERVICES.

In accordance with section 787.06, Florida Statutes, by executing, renewing, or extending a contract with the DISTRICT, CONTRACTOR affirms and shall provide the DISTRICT with an affidavit signed by an officer or representative of CONTRACTOR under penalty of perjury attesting that CONTRACTOR does not use coercion for labor or services.

27. 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.

28. 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 the documents as listed in order below.

DISTRICT'S Request for Bids 26-5025 including all Addenda
Exhibit "A" CONTRACTOR's Bid Response Form
CONTRACTOR'S Response to RFB 26-5025
Exhibit "B" Right of Entry Agreement
Exhibit "C" Verification Forms

The remainder of this page 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
DOVER/PLANT CITY WATER USE CAUTION AREA AUTOMATIC
METER READING PROGRAM, PHASE THREE



AGREEMENT NO. 26CN0005025

EXHIBIT "A"

Insert CONTRACTOR's Bid Response Form, as appropriate, here.

The remainder of this page intentionally left blank.

EXHIBIT "B"



Water Use Permit No(s): _____
Agreement No.: 26CN0005025

RIGHT OF ENTRY AGREEMENT

I/We, _____, the owner(s) of the property commonly identified as _____, (Property Address)

do hereby give freely and without coercion whatsoever, the right of access, entry and use of said property to the Southwest Florida Water Management District (the District), its agents, employees, contractors, and subcontractors thereof, for the purpose of installation, maintenance, and/or removal/re-installation of the automatic meter reading (AMR) device and associated support equipment. Installation of the AMR device and associated support equipment consists of connecting a wire tie-in to the flow meter and the construction of a 4 to 6 foot tower for mounting the data collection equipment, solar panel, and instrumentation at the above described property.

The District agrees to indemnify and hold harmless the Owner(s), their agents, employees and officers from and against all liabilities claims, damages, expenses or actions, either at law or in equity, including attorney's fees and costs attorney and fees and costs on appeal, caused or incurred, in whole or in part, as a result of any negligent act or omission by the District or anyone for whose acts or omissions the District may be liable as a result of the District's installation, maintenance, and/or removal/re-installation of the AMR device and associated support equipment as described in this Right-of-Entry Agreement. Nothing contained herein shall constitute a waiver of the District's sovereign immunity under Section 768.28, F.S., or to extend the limits of liability or recovery under Section 768.28, F.S. This right of entry is a limited license granted pursuant to the terms of the above-referenced water use permit(s) and any modifications or renewals thereof. This agreement does not convey any property rights.

Witnessed

Permittee(Print)

Permittee(Signature) Date: _____

Telephone Number

Address

EXHIBIT "C"

AMR INSTALLATION VERIFICATION FORM

AMR MAINTENANCE VERIFICATION FORM

AMR REMOVAL/RE-INSTALLATION VERIFICATION FORM

Submit sample of each requested form.

ATTACHMENT 1
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: _____