



COVER SHEET

**REQUEST FOR BIDS #26-5140
SOLID WASTE COLLECTION SERVICES
HERNANDO - HILLSBOROUGH - POLK COUNTY, FLORIDA**

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

**DIRECT INQUIRIES TO: Chris McCarty, Contract Administrator
TELEPHONE: (352) 505-2970
Email: procurement@watermatters.org
Posted: September 11, 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 Solid Waste Collection Services RFB #26-5140 in Hernando, Hillsborough and Polk County, Florida. These services and materials are more specifically described in this Request for Bids (RFB). The successful Bidder will render the required services and materials F.O.B. destination point to the District at the specified areas in Hernando, Hillsborough and Polk County, Florida.

PRE-BID CONFERENCE AND SITE VISIT: NONE

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

**ALL QUESTIONS MUST BE SUBMITTED IN WRITING FOR RECEIPT BY
SEPTEMBER 28, 2026, AT 5:00 P.M. LOCAL TIME.**

BID DUE DATE AND OPENING: OCTOBER 13, 2026, AT 2:00 P.M. LOCAL TIME

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

REQUEST FOR BIDS #26-5140 SOLID WASTE COLLECTION SERVICES

TABLE OF CONTENTS

PART I - INTRODUCTION

- 1.1 Internet Availability
- 1.2 Americans with Disabilities Act (ADA)
- 1.3 Correspondence
- 1.4 Questions
- 1.5 Bid Receipt and Opening
- 1.6 Delays, Changes, and Addenda
- 1.7 Cancellation
- 1.8 Bid Withdrawal
- 1.9 Bid Signature and Form
- 1.10 Total Bid Amount
- 1.11 Rejection of Bid
- 1.12 Responsive/Responsible
- 1.13 References
- 1.14 Subcontractors
- 1.15 Bid Tabulation and Notice of Intent to Award
- 1.16 Bid Protests
- 1.17 Execution of Contract
- 1.18 Law Compliance

PART II – GENERAL CONDITIONS

- 2.1 Definitions
- 2.2 Terminology
- 2.3 Term
- 2.4 Taxes
- 2.5 Price Adjustments
- 2.6 Manufacture's Name and Approved Equivalents
- 2.7 Public Records Law
- 2.8 Public Entity Crimes
- 2.9 Purchases by Other Public Agencies
- 2.10 Discrimination
- 2.11 Responsible Vendor Determination
- 2.12 Scrutinized Companies or Other Entities
- 2.13 Employment of Florida Residents
- 2.14 Employment Eligibility Verification
- 2.15 No Use of Coercion for Labor or Services
- 2.16 Contracting with Entities of Foreign Countries of Concern

- 2.17 Lobbying Prohibition
- 2.18 Indemnification
- 2.19 Insurance
- 2.20 Contractor's Understanding
- 2.21 Services, Materials, and Equipment
- 2.22 Estimated Quantities
- 2.23 Permits and Regulations
- 2.24 Protection of Work and Property
- 2.25 Hours of Work and Site Access
- 2.26 Driver License

PART III - SCOPE AND SPECIFICATIONS

- 3.1 Locations to be Serviced
- 3.2 Recurring Services
- 3.3 As-Needed Services
- 3.4 Tobacco Use
- 3.5 Pricing Structure
- 3.6 Furnishing of Services

PART IV – BID RESPONSE

- 4.1 Basis for Award of Contract

ATTACHMENTS

- Attachment 1 - Bid Response Form
- Attachment 2 - Bidder Qualification Requirements
- Attachment 3 - Proposed Agreement

REFERENCE DOCUMENTS

Available for download from the District and DemandStar websites.

Figure 1 – RFB 26-5140 Sample Evaluation Formula Excel Spreadsheet

PART I – INSTRUCTIONS TO BIDDERS

1.1 INTERNET AVAILABILITY.

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

1.2 AMERICANS WITH DISABILITIES ACT (ADA).

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

1.3 CORRESPONDENCE.

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

1.4 QUESTIONS.

All questions should be presented in writing to 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.

1.5 BID RECEIPT AND OPENING.

The bid opening will be public, on the date and at the time specified on the Cover Sheet. It is Bidders responsibility to assure its response is uploaded to the DemandStar website before due date and time. Responses 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. Responses that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES. Bidders are responsible for all costs associated with the preparation of their responses.

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.

Persons may listen to the bid 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 opening:
Join Microsoft Teams meeting on your computer or mobile app via

<https://bit.ly/4xu8ino>

Or call in (audio only)

+1 786-749-6127,,844051363# United States, Miami

Phone conference ID: 844 051 363#

1.6 DELAYS, CHANGES, AND ADDENDA.

The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, Addenda or questions and answers related to this RFB will be posted to the websites identified in Internet Availability section. All potential Bidders 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.

1.7 CANCELLATION.

The District reserves the right to cancel the RFB prior to or after the bid opening 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.

1.8 BID WITHDRAWAL.

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

1.9 BID SIGNATURE AND FORM.

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

1.10 TOTAL 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 Work. The Total Bid Amount must be stated in both words and figures, as indicated in the appropriate place on 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. If there is a discrepancy in a calculation, the applicable unit price will govern.

1.11 **REJECTION OF BID.**

The District reserves the right to reject any and all bids, 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.

1.12 **RESPONSIVE/RESPONSIBLE.**

In order to be deemed responsive, the Bidder must possess the license(s) as listed on the Bidder and Subcontractor 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 and Subcontractor 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, Bid Response, may be rejected as non-responsive. A Bidder whose response, past performance, or current status does not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this RFB may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this RFB, 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 contract. 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.

1.13 **REFERENCES.**

The Bidder must provide references who can verify Bidder's and Key Work Category Subcontractors, as required, qualifications and past performance record as described in the Bidder and Subcontractor Qualification Requirements attachment.

1.14 **SUBCONTRACTORS.**

If applicable, the Bidder must provide a list of all its proposed Key Work Category Subcontractors with its Bid response as required in the Bidder and Subcontractor Qualification Requirements attachment. If a Key Work Category Subcontractor is not properly licensed at the time of Bid submission, the Bidder will not be responsive.

1.15 **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 Intent to Award or until 30 days after bid opening, 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.

1.16 **BID PROTESTS.**

Any person who wishes to protest the terms, conditions, and specifications contained in this RFB, or a decision, or intended decision resulting from this RFB, shall 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.

1.17 **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 proposed Bidder desires to propose a change to a term or condition of this RFB or proposed Agreement, the proposed Bidder must submit its request under the procedure set forth in Questions section.

The successful Bidder must submit a Certificate of Insurance to the District within ten days from the posting of the Notice of Intent to Award.

1.18 **LAW COMPLIANCE.**

The successful Bidder will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines related to performance of the Work. The successful Bidder 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 successful Bidder will comply with the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, in the procurement of professional services required for the Work. The successful Bidder 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:** The instrument which is to be signed by the Contractor and submitted to the District upon completion of the job, showing that all bills have been paid.

2.1.2 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor (Sample is attached to this RFB).

2.1.3 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.

- 2.1.4 **Bidder**: Any entity who submits a bid for the Project described in this RFB.
- 2.1.5 **Contractor**: The entity whose bid is accepted by the District and thereafter enters into a formal contract with the District.
- 2.1.6 **Contract Documents**: Those items so designated in the Agreement, and which together comprise the Contract.
- 2.1.7 **District**: The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 **District Project Manager**: Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through a designee duly authorized in writing.
- 2.1.9 **Notice of Intent to Award**: The official letter from the District announcing the successful bidder. Neither this Notice of Intent to Award nor the response constitutes a contract with the District.
- 2.1.10 **Notice To Proceed**: The official letter notifying the Contractor that the contract has been executed and to proceed with the Work specified in the Notice to Proceed.
- 2.1.11 **Person**: Means and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or other capacity, whether appointed by a court or otherwise, and any combination of individuals.
- 2.1.12 **Reference Documents**: Those design and technical documents, including drawings, technical specifications, general requirements, etc. applicable to this RFB that are listed in the Reference Document Section of the Table of Contents or elsewhere in this RFB.
- 2.1.13 **Scope of Work**: The description of the Work set forth in this RFB, including its attachments, drawings, specifications, addenda.

2.2 **TERMINOLOGY**.

- 2.2.1 The words and terms discussed below are not defined terms that require initial capital letters, but when used in the bidding requirements or Contract Documents, have the indicated meaning.
- 2.2.2 “Work” means the construction, services, and related activities the Contractor is required to furnish under the Contract Documents, including all labor, materials, equipment, and incidental items necessary to complete the Project in accordance with the Contract Documents, as modified by Addenda and Change Orders.
- 2.2.3 Day: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- 2.2.4 Defective: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it: a) does not conform to the Contract Documents; b) does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or c) has been damaged prior to Engineer’s or the District’s Project Manager’s recommendation of final payment.

2.2.5 **Furnish, Install, Perform, Provide:** The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

2.3 **TERM.**

The Agreement will be effective upon execution by all parties. The initial term of the Agreement will remain in effect through December 31, 2027, unless terminated or extended through written notification as provided herein. Services will commence January 1, 2027, upon written notice by the District and a Purchase Order shall be issued, authorizing payment for services commencing January 1, 2027. The Agreement may be extended unilaterally by the District for four additional one-year terms beyond the initial term upon written notice by the District to the Contractor sent prior to the expiration of the then-current term. If the option to extend is exercised, a new or modified Purchase Order will be issued prior to the expiration of the then current term.

2.4 **TAXES.**

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

2.5 **PRICE ADJUSTMENTS.**

A limited annual price adjustment, based on the Consumer Price Index for all Urban Consumers: Garbage and Trash Collection below, may be requested by the Contractor and considered by the District for each subsequent year after the initial term, providing that the Contractor notifies the District's Project Manager, in writing, between December 1st and January 1st, prior to the then-current expiration date. The bid price shall be firm for the initial term of this Agreement. Each price adjustment approved by the District in subsequent years shall also be firm for the subsequent one-year period.

The request must be submitted in writing to the District's Project Manager via email and via hardcopy to the addresses in the Project Manager and Notices section of the Agreement for consideration.

CPI-U:

When seeking a limited annual price adjustment, the Contractor shall use the Consumer Price Index for all Urban Consumers (CPI-U) for All Items, not seasonally adjusted, by expenditure category: Garbage and trash collection (Index Code: CUUR0000SEHG02) published by the U.S. Bureau of Labor Statistics (BLS) and can be obtained via the internet website <https://www.bls.gov/news.release/cpi.t07.htm>. Contractors shall utilize the October unadjusted 12-month percent change in CPI-U for garbage and trash collection (available mid-November), located in the second data column of the "Garbage and trash collection" line in the BLS table for October. If October data is not published by the BLS, then the most

recent month's data (prior to October) that has been published shall be utilized.

The price adjustment requested by the Contractor shall not exceed the then current rate multiplied by the sum of 100% + percentage increase/decrease on the previous twelve months percentage change of the CPI-U for garbage and trash collection or 5%, whichever is lower. Failure to comply with these instructions shall be grounds for disallowance of a price adjustment as allowed herein.

If, upon approval by the District of a price adjustment, the CPI-U for garbage and trash collection shows that the prices have decreased, and that the Bidder has not passed the decrease on to the District, the District reserves the right to place the Bidder in default and cancel the Agreement.

2.6 MANUFACTURE'S NAME AND APPROVED EQUIVALENTS.

Manufacturer's Name and Approved Equivalents are not applicable to this solicitation.

2.7 PUBLIC RECORDS LAW.

Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of chapter 119, Florida Statutes, Florida's Public Records Law. A Bidder's failure to comply with chapter 119, Florida Statutes, will be grounds for rejection of the Bid or termination of the Agreement by the District. See the Project Records and Documents section of the proposed Agreement included in this RFB, for additional details on the public records requirements.

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

2.8 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.

2.9 PURCHASES BY OTHER PUBLIC AGENCIES.

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

2.10 DISCRIMINATION.

Discrimination provision is not applicable to this solicitation.

2.11 RESPONSIBLE VENDOR DETERMINATION.

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

2.12 SCRUTINIZED COMPANIES OR OTHER ENTITIES.

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 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.

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 **LOBBYING PROHIBITION.**

Lobbying Prohibition is not applicable to this solicitation.

2.18 **INDEMNIFICATION.**

The Contractor agrees to 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, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of 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.

2.19 **INSURANCE.**

The Contractor shall, as listed in the Proposed Agreement included in this RFB, maintain insurance in the kinds and amounts or limits with a company or companies authorized to do business in the State of Florida through the term specified. Certificates of insurance must reference the District Agreement Number and Project Manager. 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.

2.20 **CONTRACTOR'S UNDERSTANDING.**

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

in writing about such condition. The Contractor shall not further disturb such condition or perform any Work in connection therewith, except as aforesaid, until receipt of written order to do so.

2.21 SERVICES, MATERIALS, AND EQUIPMENT.

2.21.1 Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

2.21.2 Materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of the District. If required by the District, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

2.21.3 All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

2.22 ESTIMATED QUANTITIES.

2.22.1 Lump Sum Price Work.

Unless otherwise specified, the quantities stipulated in the Bid for various items are estimates only and subject to increase or decrease in order to make them conform to the requirements of the Work. The Contractor will perform a complete and finished job of the Work 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 Amount submitted in response to this RFB.

2.22.2 Unit Price Work.

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

2.23 PERMITS AND REGULATIONS.

The Contractor will be responsible to secure all necessary permits or authorizations and licenses for the Project. The Contractor will keep copies of these permits at the Site throughout the performance of the Work. The Contractor will be responsible for complying with all conditions of the permits, including those obtained by the District to the extent such conditions relate to construction activities.

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as required by the Scope of Work.

2.24 PROTECTION OF WORK AND PROPERTY.

The Contractor will at all times protect its Work from damage and will protect the Site against damage, injury or loss arising in connection with the performance of the Work. 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.

2.24.1 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.

2.25 HOURS OF WORK AND SITE ACCESS.

The Contractor may access the Project sites and perform Work between 6:00 a.m. to 6:00 p.m. Monday through Friday, except District holidays, provided Work hours comply with local ordinances of the county that services are being provided in. Project sites gates will be open during times of permitted access.

District observed holidays, which are subject to change, include:

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

2.26 DRIVER LICENSE.

All Contractor personnel that drive a motor vehicle onto District property must have a valid driver's license. The Contractor is responsible for verifying compliance with this requirement.

PART III – SCOPE AND SPECIFICATIONS

The Southwest Florida Water Management District is seeking bids from qualified contractors to provide solid waste collection services to its locations in Hernando, Hillsborough, and Polk Counties. The selected vendor must maintain all required licenses for hauling and disposal of waste as required by the State of Florida.

Contractor must be able to perform all services at all locations listed in the RFB.

3.1 **LOCATIONS TO BE SERVICED.**

3.1.1 District Offices:

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

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

3.1.1.4 Lake Hancock Field Office: 3210 Jacque Lee Lane, Lakeland, Florida 33803

3.1.2 Other locations to be determined by the District within Hernando, Hillsborough, and Polk Counties may utilize services and rates provided in this RFB and the Bidder's response. Pricing provided in Attachment 1; Bid Response Form will apply county wide for the counties listed.

3.2 **RECURRING SERVICES.**

Recurring services will be ongoing as indicated in Attachment 1, Bid Response Form.

3.3 **AS-NEEDED SERVICES.**

The District occasionally has a need for As-Needed Services to be performed as indicated in Attachment 1, Bid Response Form.

3.4 **TOBACCO USE.**

All District Campuses are tobacco-free. Tobacco use of any kind is strictly prohibited in all facilities and on all District properties to include any form of vapor products.

3.5 **PRICING STRUCTURE.**

3.5.1 Contractor should fill a price for all line items below.

3.5.2 If a line item is not applicable, enter N/A. If there is no charge for a line item, enter \$0.00.

3.5.3 Any line item \$ amount left blank will be considered no charge.

3.5.4 Only charges represented on the RFB form completed will be permitted.

3.6 **FURNISHING OF SERVICES.**

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

PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF CONTRACT.

The District will award the contract to the lowest, responsive, and responsible Bidder. Cost must be provided for all bid items. In the event there is a discrepancy in a calculation, the applicable unit price will govern. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District.

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

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

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

4.1.3 **COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subsection 4.1.3.1 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 Qualification Requirements

4.1.3.2 Sample documents referenced in this RFB:

- Attachment 3 - Proposed Agreement

The remainder of this page intentionally left blank.

**ATTACHMENT 1
BID RESPONSE FORM
FOR
REQUEST FOR BIDS #26-5140
SOLID WASTE COLLECTION SERVICES**

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

By signing below, Bidder certifies the following:

- Information provided in Attachment 2, Bidder Requirements, is true and correct to the best of its knowledge.
- Bidder and its Subcontractors meet the minimum requirements set forth in the RFB.
- Bidder has not been debarred by a political agency within the State of Florida.

The Bidder has also carefully read all 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 Addendum signature page, and submitting with the Bidder's Bid.

Bidder Name (Company Name as Contained on Corporate Seal)

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

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

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

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

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

ATTACHMENT 1 (Continued)
BID RESPONSE FORM
FOR
REQUEST FOR BIDS #26-5140
SOLID WASTE COLLECTION SERVICES

Instructions:

- 1) Please fill in a unit price for all line items.
- 2) If a line item is not applicable, enter "N/A".
- 3) If there is no charge for a line item, enter \$0.00.
- 4) Any line item unit price that is left blank will be considered at a unit price of \$0.00.

The remainder of this page intentionally left blank.

ATTACHMENT 1 - (Continued)
BID RESPONSE FORM
FOR
REQUEST FOR BIDS #26-5140
SOLID WASTE COLLECTION SERVICES

INITIAL DROP-OFF FEE FOR RECURRING SERVICES						
Item	Location	Service Type and Container Size	Unit of Measure	Estimated Quantity	Unit Price	Extended Price (Quantity x Unit Price)
1	Brooksville Service Office	Initial Drop Off Fee 6-8 Cubic Yard Dumpster	Per Dumpster	5	\$ _____	\$ _____
2	Tampa Service Office	Initial Drop Off Fee 6-8 Cubic Yard Dumpster	Per Dumpster	3	\$ _____	\$ _____
3	Lake Hancock Field Office	Initial Drop Off Fee 6-8 Cubic Yard Dumpster	Per Dumpster	1	\$ _____	\$ _____
4	Tampa Service Office	Initial Drop Off Fee 20 Cubic Yard Dumpster	Per Dumpster	1	\$ _____	\$ _____
5	Brooksville Service Office	Initial Drop Off Fee 20 Cubic Yard Dumpster	Per Dumpster	2	\$ _____	\$ _____
6	Other locations to be determined by the District within Hernando County	Initial Drop Off Fee 6-8 Cubic Yard Dumpster	Per Dumpster	1	\$ _____	\$ _____
7	Other locations to be determined by the District within Hernando County	Initial Drop Off Fee 20 Cubic Yard Dumpster	Per Dumpster	1	\$ _____	\$ _____
8	Other locations to be determined by the District within Hillsborough County	Initial Drop Off Fee 6-8 Cubic Yard Dumpster	Per Dumpster	1	\$ _____	\$ _____
9	Other locations to be determined by the District within Hillsborough County	Initial Drop Off Fee 20 Cubic Yard Dumpster	Per Dumpster	1	\$ _____	\$ _____
10	Other locations to be determined by the District within Polk County	Initial Drop Off Fee 6-8 Cubic Yard Dumpster	Per Dumpster	1	\$ _____	\$ _____
11	Other locations to be determined by the District within Polk County	Initial Drop Off Fee 20 Cubic Yard Dumpster	Per Dumpster	1	\$ _____	\$ _____

The remainder of this page intentionally left blank.

ATTACHMENT 1 - (Continued)
BID RESPONSE FORM
FOR
REQUEST FOR BIDS #26-5140
SOLID WASTE COLLECTION SERVICES

RECURRING SERVICES AND FEES							
Item	Location	Service Type, Container Size, and Waste Type	Unit of Measure	Estimated Quantity	Unit Price per Month	Months	Extended Price (Est Quantity x Monthly Unit Price x Months)
1	Brooksville Service Office	Weekly Collection 6 Cubic Yard Dumpster Solid Waste	Per Unit/ Per Month	4	\$ _____	12	\$ _____
2	Brooksville Service Office	Weekly Collection 8 Cubic Yard Front End Loader Recycling Container	Per Unit/ Per Month	1	\$ _____	12	\$ _____
3	Tampa Service Office	Weekly Collection 6 Cubic Yard Dumpster Solid Waste	Per Unit/ Per Month	1	\$ _____	12	\$ _____
4	Tampa Service Office	Weekly Collection 8 Cubic Yard Dumpster Solid Waste	Per Unit/ Per Month	1	\$ _____	12	\$ _____
5	Tampa Service Office	Weekly Collection 6 Cubic Yard Front End Loader Recycling Container	Per Unit/ Per Month	1	\$ _____	12	\$ _____
6	Lake Hancock Field Office	Weekly Collection 6 Cubic Yard Dumpster Solid Waste	Per Unit/ Per Month	1	\$ _____	12	\$ _____
7	All Locations	Rental Fee 6-8 Cubic Yard Dumpster	Per Unit/ Per Month	10	\$ _____	12	\$ _____
8	Brooksville Service Office	Rental Fee 20 Cubic Yard Dumpster	Per Unit/ Per Month	2	\$ _____	12	\$ _____
9	Tampa Service Office	Rental Fee 20 Cubic Yard Dumpster	Per Unit/ Per Month	1	\$ _____	12	\$ _____
10	Other locations to be determined by the District within Hernando County	Weekly Collection 6-8 Cubic Yard Dumpster Solid Waste	Per Unit/ Per Month	1	\$ _____	12	\$ _____
11	Other locations to be determined by the District within Hernando County	Rental Fee 20 Cubic Yard Dumpster	Per Unit/ Per Month	1	\$ _____	12	\$ _____

RECURRING SERVICES AND FEES

Item	Location	Service Type, Container Size, and Waste Type	Unit of Measure	Estimated Quantity	Unit Price per Month	Months	Extended Price (Est Quantity x Monthly Unit Price x Months)
12	Other locations to be determined by the District within Hillsborough County	Weekly Collection 6-8 Cubic Yard Dumpster Solid Waste	Per Unit/ Per Month	1	\$ _____	12	\$ _____
13	Other locations to be determined by the District within Hillsborough County	Rental Fee 20 Cubic Yard Dumpster	Per Unit/ Per Month	1	\$ _____	12	\$ _____
14	Other locations to be determined by the District within Polk County	Weekly Collection 6-8 Cubic Yard Dumpster Solid Waste	Per Unit/ Per Month	1	\$ _____	12	\$ _____
15	Other locations to be determined by the District within Polk County	Rental Fee 20 Cubic Yard Dumpster	Per Unit/ Per Month	1	\$ _____	12	\$ _____
16	Administrative Fee	N/A	Per Month	1	\$ _____	12	\$ _____

The remainder of this page intentionally left blank.

ATTACHMENT 1 – REVISION 1 (Continued)
BID RESPONSE FORM
FOR
REQUEST FOR BIDS #26-5140
SOLID WASTE COLLECTION SERVICES

AS-NEEDED SERVICES AND FEES FOR RECURRING SERVICES					
I t e m	Location	Service Type, Container Size, and Waste Type	Unit of Measure	Estimated Quantity	Unit Price
1	Brooksville Service Office	Pull and Return As-Needed Upon Request 20 Cubic Yard Dumpster Construction/Yard Waste	Per Pull and Return	1	\$ _____
2	Tampa Service Office	Pull and Return As-Needed Upon Request 20 Cubic Yard Dumpster Construction/Yard Waste	Per Pull and Return	1	\$ _____
3	Other locations to be determined by the District within Hernando County	Pull and Return As-Needed Upon Request 20 Cubic Yard Dumpster Construction/Yard Waste	Per Pull and Return	1	\$ _____
4	Other locations to be determined by the District within Hillsborough County	Pull and Return As-Needed Upon Request 20 Cubic Yard Dumpster Construction/Yard Waste	Per Pull and Return	1	\$ _____
5	Other locations to be determined by the District within Polk County	Pull and Return As-Needed Upon Request 20 Cubic Yard Dumpster Construction/Yard Waste	Per Pull and Return	1	\$ _____
6	Other locations to be determined by the District within Hernando, Hillsborough, and Polk Counties	Per Ton As-Needed Upon Request 20 Cubic Yard Dumpster	Per Ton <u>at Cost</u> + % Mark-up (Maximum 10% Mark-up allowed)	_____ %	N/A

The remainder of this page intentionally left blank.

ATTACHMENT 1 - (Continued)
BID RESPONSE FORM
FOR
REQUEST FOR BIDS #26-5140
SOLID WASTE COLLECTION SERVICES

TEMPORARY AS-NEEDED SERVICES AND FEES					
Item	Location	Service Type and Container Size	Unit of Measure	Estimated Quantity	Unit Price
1	Hernando County	Flat Rate to Drop Off 4 to 8 Cubic Yard Dumpster	Per Drop Off	1	\$ _____
2	Hernando County	Flat Rate to Pull and Return 4 to 8 Cubic Yard Dumpster	Per Pull and Return	1	\$ _____
3	Hillsborough County	Flat Rate to Drop Off 4 to 8 Cubic Yard Dumpster	Per Drop Off	1	\$ _____
4	Hillsborough County	Flat Rate to Pull and Return 4 to 8 Cubic Yard Dumpster	Per Pull and Return	1	\$ _____
5	Polk County	Flat Rate to Drop Off 4 to 8 Cubic Yard Dumpster	Per Drop Off	1	\$ _____
6	Polk County	Flat Rate to Pull and Return 4 to 8 Cubic Yard Dumpster	Per Pull and Return	1	\$ _____
7	Hernando County	Flat Rate to Drop Off 20 Cubic Yard Dumpster	Per Drop Off	1	\$ _____
8	Hernando County	Flat Rate to Pull and Return 20 Cubic Yard Dumpster	Per Pull and Return	1	\$ _____
9	Hillsborough County	Flat Rate to Drop Off 20 Cubic Yard Dumpster	Per Drop Off	1	\$ _____
10	Hillsborough County	Flat Rate to Pull and Return 20 Cubic Yard Dumpster	Per Pull and Return	1	\$ _____
11	Polk County	Flat Rate to Drop Off 20 Cubic Yard Dumpster	Per Drop Off	1	\$ _____
12	Polk County	Flat Rate to Pull and Return 20 Cubic Yard Dumpster	Per Pull and Return	1	\$ _____
13	Hernando, Hillsborough, and Polk Counties	Per Ton 20 Cubic Yard Dumpster	Per Ton <u>at Cost</u> + % Mark-up (Maximum 10% Mark-up allowed)	_____ %	N/A

The remainder of this page intentionally left blank.

**ATTACHMENT 2
BIDDER QUALIFICATION REQUIREMENTS
FOR
REQUEST FOR BIDS #26-5140
SOLID WASTE COLLECTION SERVICES**

A. PERFORMANCE OF SERVICES:

Contractor must be able to perform all services at all locations listed in this RFB.

B. REFERENCES FOR BIDDER:

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

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

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

The remainder of this page intentionally left blank.

REFERENCE 1

Bidder Name: _____

Reference Business Name: _____

Reference Business Owner Name: _____

Reference Contact Person and Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Contract Amount: _____

Number of Locations: _____

Dumpster Sizes and Quantities: _____

Frequency of Services: _____

Date Services Commenced: _____

Date of Services Completion (if applicable): _____

Description of Services Performed: _____

REFERENCE 2

Bidder Name: _____

Reference Business Name: _____

Reference Business Owner Name: _____

Reference Contact Person and Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Contract Amount: _____

Number of Locations: _____

Dumpster Sizes and Quantities: _____

Frequency of Services: _____

Date Services Commenced: _____

Date of Services Completion (if applicable): _____

Description of Services Performed: _____

REFERENCE 3

Bidder Name: _____

Reference Business Name: _____

Reference Business Owner Name: _____

Reference Contact Person and Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Contract Amount: _____

Number of Locations: _____

Dumpster Sizes and Quantities: _____

Frequency of Services: _____

Date Services Commenced: _____

Date of Services Completion (if applicable): _____

Description of Services Performed: _____

**ATTACHMENT 3
PROPOSED AGREEMENT
REQUEST FOR BIDS #26-5140
SOLID WASTE COLLECTION SERVICES**

AGREEMENT NO. 26CN0005140

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
SOLID WASTE COLLECTION SERVICES

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

WITNESSETH:

Whereas, the District desires to engage the Contractor to perform all Work required for the Solid Waste Collection Services, hereinafter referred to as the "Project"; and

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

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

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

1. INDEPENDENT CONTRACTOR.

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

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with Project coordination and will be each party's prime contact person. Notices 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:
Shawn Daughtery
2379 Broad Street
Brooksville, Florida 34604
(352) 316-7513
shawn.daughtery@watermatters.org

Project Manager for the Contractor:
Name
Address
City, State, Zip Code
Phone Number
Email Address

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

3. SCOPE OF WORK.

The Contractor, upon written notice to proceed from the District, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the Project, and perform in accordance with the terms and conditions of this Agreement, the Special Project Terms and Conditions, set forth in Exhibit "A," the District's Request For Bids 26-5140 (RFB) including all Addenda, and the Contractor's response to the RFB, which are both incorporated herein by reference. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, must be mutually agreed to in a formal written amendment signed by both parties prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

4. COMPENSATION.

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

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

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

- 4.1 The District's performance and payment pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) Contractor's invoice number and date of invoice; (3) District Agreement number; (4) Dates of service; (5) Contractor's Project Manager; (6) District's Project Manager; (7) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the District's dispute resolution procedure.
- 4.3 If an invoice does not meet the requirements of this Agreement, the District's Project Manager, after consultation with his or her Bureau Chief, will notify the Contractor in writing that the invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the invoice proper. If a corrected invoice is provided to the District that meets the requirements of the Agreement, the invoice will be paid within ten business days after the date the corrected invoice is received by the District.
- 4.4 In the event any dispute or disagreement arises during the course of the Project, including those concerning whether a deliverable should be approved by the District, the Contractor will continue to perform the Project Work in accordance with the District's instructions and

may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than 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 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 Solid Waste Collection Services Agreement between the Southwest Florida Water Management District and _____ (Agreement No. 26CN0005140), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

4.7 The District may, in addition to other remedies available at law or equity, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District.

5. TERM.

The Agreement will be effective upon execution by all parties. The initial term of the Agreement will remain in effect through December 31, 2027, unless terminated or extended through written notification as provided herein. Services will commence January 1, 2027, upon written notice by the District and a Purchase Order shall be issued, authorizing payment for services commencing January 1, 2027. The Agreement may be extended unilaterally by the District for four additional one-year terms beyond the initial term upon written notice by the District to the Contractor sent prior to the expiration of the then-current term. If the option to extend is exercised, a new or modified Purchase Order will be issued prior to the expiration of the then current term.

6. PROJECT RECORDS AND DOCUMENTS.

The Contractor, upon request, will permit the District to examine or audit all Project related records and documents during or following completion of the Project at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any Work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Contractor under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be

maintained until the audit has been completed and all questions arising from it are resolved. The Contractor will maintain all such records and documents for at least five (5) years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Contractor and any subcontractors understand and will comply with their duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

6.1 Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, the Contractor shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

6.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-205-8482, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:**

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

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

6.3 Notwithstanding anything in this Agreement to the contrary, if, as part of its performance of this Agreement Contractor, holds, comes into possession of, distributes, generates, and/or creates lawful copies in any media of security or 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 Contractor, the "Exempt & Confidential Documents"), then Contractor agrees to:

- 6.3.1 maintain the exempt and/or confidential status of said Exempt & Confidential Documents for so long as they are in Contractor's possession; and
 - 6.3.2 only disclose that portion of the Exempt & Confidential Documents as is necessary to those architects, engineers, or contractors who (i) are performing Work on or related to the building or other structure at issue and (ii) agree in writing to maintain the exempt status of the Exempt Plans; and
 - 6.3.3 return to the District as part of Contractor's final payment invoice (request for final payment), all Exempt & Confidential Documents in the possession of Contractor (or in the possession of others by or through Contractor) and certify in writing that all such Exempt & Confidential Documents in the possession of Contractor (or in the possession of others by or through Contractor) have either been so returned or destroyed. The presence of such returned documents and Contractor's written certification shall be an additional express condition precedent to Contractor's final payment invoice being considered a proper payment request or invoice; and
 - 6.3.4 include the requirements of this provision (appropriately modified for identification of the parties and their specific obligations) in every subcontract of any tier arising out of or related to this Agreement.
- 6.4 This provision shall survive the termination or expiration of this Agreement. Nothing in the foregoing shall excuse Contractor's obligation to generate and provide the District with signed and sealed plans, drawings, as-builts, etc. as required by this Agreement and industry standard practice.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

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

8. REPORTS.

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

9. INDEMNIFICATION.

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

10. INSURANCE REQUIREMENTS.

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

- 10.1 Certificates of insurance (COI) issued 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.26CN0005140; Solid Waste Collection Services

Hernando - Hillsborough - Polk County, Florida

Project Manager – Shawn Daughtery

- 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 Maintenance of Coverage. In the event the Agreement term or any surviving obligation of Contractor goes beyond the expiration date of the Contractor's or any Subcontractor's applicable insurance policy, the Contractor shall provide the District with an updated Certificate(s) of Insurance no later than ten days prior to the expiration of the insurance currently in effect. The District reserves the right to suspend the Agreement until this requirement is met.
- 10.5 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 ten days' notice of cancellation due to non-payment of premium.
- 10.6 Subcontractor Insurance. 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.
- 10.7 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.

Additionally, the Contractor must keep insurances provided on a claims-made form in force until the third anniversary of either the expiration of this Agreement or early termination of the Agreement. This obligation shall survive the expiration or early termination of the Agreement.

- 10.7.1 General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, and with no X, C, U, (Explosion, Collapse, Underground) exclusion or water exclusion; with the following coverage of not less than:

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

\$1,000,000 per occurrence / \$2,000,000 products/completed operations

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

Combined Single Limit of \$500,000

- 10.7.3 Workers' compensation insurance in accordance with chapter 440, Florida Statutes and federal statutes, if applicable, and include Waiver of Subrogation. 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.

- 10.7.4 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. TERMINATION WITHOUT CAUSE.

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

12. DEFAULT.

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

13. RELEASE OF INFORMATION.

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

14. ASSIGNMENT.

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

15. LAW COMPLIANCE.

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

16. EMPLOYMENT ELIGIBILITY VERIFICATION.

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

17. VENUE AND APPLICABLE LAW.

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

18. REMEDIES.

Unless specifically waived by the District, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the District, including attorneys' fees and costs and attorneys' fees and costs on

appeal, due to said breach will be borne by the Contractor. Additionally, the District will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The District's waiver of any of the Contractor's obligations will not be construed as the District's waiver of any other obligations of the Contractor. This provision shall survive the termination or expiration of this Agreement.

19. ATTORNEY FEES.

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

20. SUBCONTRACTORS.

All subcontractors of Bidder shall perform as independent contractors of Bidder and not as employees, representatives, or agents of the District. 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.

21. 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.

22. THIRD PARTY BENEFICIARIES.

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

23. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public Work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the District if placement on either of these lists occurs.

24. SCRUTINIZED COMPANIES OR OTHER ENTITIES

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 or the Scrutinized Companies with Activities in the Iran Terrorism Sector 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 Contractor is found to have submitted a false certification, is placed on the Scrutinized Companies or Other Entities that Boycott Israel List, is engaged in a boycott of Israel, 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 the attached 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, inconsistency, or ambiguity, priority will first be given to the language in the body of this Agreement then to the documents listed in order below.

- Exhibit "A" - Special Project Terms and Conditions
- District's Request for Bids 26-5140 Including All Attachments
- Contractor's Response to RFB 26-5140

The remainder of this page left blank intentionally.

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: _____
Name: _____ Date
Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
SOLID WASTE COLLECTION SERVICES

EXHIBIT A

SPECIAL PROJECT TERMS AND CONDITIONS

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

The remainder of this page intentionally left blank.

**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: _____